



**REQUEST FOR PROPOSAL (RFP)
MALIR EXPRESSWAY PROJECT
VOLUME I: INSTRUCTIONS TO BIDDERS**



**Local Government Department
Government of Sindh**



**Public Private Partnership Unit
Finance Department
Government of Sindh**

July 2019



REFERENCE: MALIR EXPRESSWAY PROJECT

Dear Bidders,

The LOCAL GOVERNMENT DEPARTMENT, GOVERNMENT OF SINDH (the **GoS**), hereby invites bids from the Bidders for the Malir Expressway Project.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary of this RFP.

This RFP sets out, *inter alia*, the process for the selection of a Private Partner that will, pursuant to an agreement entitled ‘*Concession Agreement*’ (to be entered into between the GoS and the Concessionaire), build, finance, operate, maintain and transfer the Project Expressway which is described as follows:

Project Expressway shall be an access-controlled facility, starting point of which is before Jam Sadiq Bridge on Korangi Road that is on the right bank of Malir River and travelling along the Malir River up to the existing link road between N-5 and M-9 (2.4 km short of M-9), as illustrated in Annexure M (*Project Location Plan*). From this link road junction point, the alignment will take a left turn and following the link road route up to M-9, the approximate length of expressway is 39.90 km. The exiting portion of the link road between N-5 and M-9 will need modification to meet the requirements of expressway typical cross-section. Similarly, the existing trumpet interchange on M-9 will also be modified to meet the design requirements of the expressway.

The Malir Expressway Project (including the ownership of the Malir Expressway Project related assets) shall be handed over to the GoS at the end of the Concession Period.

In order for a Bid to be evaluated by the Technical and Financial Evaluation Committee, the Bidders must meet all of the eligibility requirements stated herein.

The key tentative dates (as may be extended by the GoS at its discretion) in this stage of the selection process are as follows:

Issuance of the RFP (the Issuance Date)	July 31, 2019
Pre-Bid Meeting (the Pre-Bid Meeting)	August 20, 2019
Availability of bidding documents on SPPRA website	September 16, 2019
Submission and opening of Technical Bids and submission of Financial Bids only (the Bid Submission Date)	September 17, 2019
Evaluation of Technical Bids and opening of financial bid (the Evaluation of Technical Bids)	Bid Submission Date + 21 days
Evaluation of Financial Bid (the Evaluation of Financial Bids)	Evaluation of Technical Bids + 14 days
Announcing the Preferred Bidder (the Announcement)	Evaluation of Financial Bids + 10 days
Concession Agreement signing (the Signing Date)	Announcement + 15 days
Financial Close	Within 180 Days of Signing Date



Concession Period	
Anticipated start of design, planning and surveys	10 days from Signing Date
Anticipated end of design, planning and surveys	120 days from Signing Date
Anticipated start of construction (the Commencement Date)	180 Days from Signing Date
Anticipated end of segment I construction (the Segment Substantial Completion Date)	18 months from the Commencement Date
Anticipated end of construction (the Substantial Completion Date)	30 months from the Commencement Date
Anticipated expiry of Concession Agreement and handover of facilities	25 years from the Substantial Completion Date

* In the event of any holiday occurring on the above-mentioned dates, the immediately succeeding business day will be considered as the day on which the respective milestone shall take place.

Each Bidder shall submit the Bid including one (01) original and three (3) hard copies, with one soft copy (on CD / DVDs / USB) – and shall submit other supporting documents and forms, as identified in this RFP, no later than **15:00 hours PST** by the Bid Submission Date as per the guidelines given in Section 2 (*Data Sheet*).

We would like to thank the Bidders for their interest in the Malir Expressway Project.

All Bids must be submitted, as per the instructions provided in this RFP, to:

ATTENTION : **PROJECT DIRECTOR / SPECIAL SECRETARY (TECHNICAL)**
LOCAL GOVERNMENT DEPARTMENT, GOVERNMENT OF SINDH

ADDRESS : Local Government Department, Ground Floor, Tughlaq House,
Karachi, Pakistan.

TELEPHONE : +92 21 9921 2314

Sincerely,

MR. Niaz Ahmed Soomro

PROJECT DIRECTOR, MALIR EXPRESSWAY PROJECT

PHONE: +92 21 99212 3414

ADDRESS: Sindh Secretariat, Tughlaq House, Shahrah-e-Attaturk Road, Karachi, Pakistan.



IMPORTANT NOTICE / DISCLAIMER

This RFP and the attached documents are provided to the recipient solely for use in preparing and submitting its Bid for participation in the competitive bidding process conducted for the purposes of selection of a Private Partner to design, build, finance, operate, maintain and transfer the Project Expressway which is described as follows:

It may be noted that approximately last 2.4 km exiting portion of Link Road between N-5 and M-9 does not fulfil the requirements of the design standards and typical cross-section of the Project Expressway, as such this section will need modification to meet the Project Expressway design requirements. Also, the existing trumpet interchange on M-9 will also have to be modified to meet the design requirements of the Project Expressway.

It is anticipated at this stage that the Project Expressway will have at least seven (7) Interchanges with re-modelling of the M-9 Interchange.

Please refer to the location plan more particularly described and indicated in **ANNEXURE M** (*Project Location Plan*) of this RFP for further reference. It is to be noted that the length of Project Expressway is tentative at this stage.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary set out in Volume 1 of this RFP and, in case not defined in the Glossary, the Volume 2 (Draft Concession Agreement) attached as Volume 2 to this RFP.

The Bids will be reviewed in accordance with the Applicable Laws. None of the Government of Sindh's entities and its relevant stakeholders in the Malir Expressway Project (including, *inter alia*, the GoS, the PPP Unit, the Finance Department, and the TFEC) nor, in each case, their employees, personnel, agents, consultants, advisors, legal advisors and contractors *etc.*, make any representation (expressed or implied) as to the accuracy or completeness of the information contained herein, or in any other document made available to any person in connection with the tender process for the Malir Expressway Project and the same shall have no liability for this RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Malir Expressway Project. Neither these entities nor their employees, personnel, agents, consultants, advisors, legal advisors and contractors *etc.*, will be liable in any manner whatsoever to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this RFP or otherwise in connection with the Malir Expressway Project. Any Bid submitted in response to this RFP by any of the Bidders shall be upon the full understanding and agreement of any and all terms of this RFP and such submission shall be deemed as an acceptance to all the terms and conditions stated in this RFP.

Any Bid / response to this RFP submitted by a Bidder shall be construed based on the understanding that the Bidder acknowledges that prior to the submission of the Bid in response to this RFP, the Bidder has, after a complete and careful examination, made an independent evaluation of this RFP including, without any limitation, the scope of the Malir Expressway Project, the Project Requirements, the Applicable Standards, Applicable Laws, the Project Site, existing structures, local conditions, physical qualities of ground, subsoil and geology, traffic volumes, the Draft Concession Agreement and all information provided by the GoS or obtained, procured or gathered otherwise, and has determined to its complete satisfaction the accuracy or



otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations under the requirements of this RFP and the Draft Concession Agreement. The GoS (including its employees, personnel, agents, consultants, advisors and contractors *etc.*) makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and / or completeness of any assessment, assumptions, statement or information provided by it and the Bidder shall have no claim whatsoever of any nature against the GoS in this regard.

This RFP does not constitute a solicitation to invest, or otherwise participate, in the Malir Expressway Project, neither shall it constitute a guarantee on part of the GoS that a Concession will be awarded.



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GLOSSARY

Unless expressly specified otherwise, all capitalized terms used in this Volume 1 of RFP shall bear the meaning ascribed thereto in this Glossary and, in case not defined below, such terms shall bear the meaning ascribed thereto in Volume 2 (Draft Concession Agreement) attached to this RFP.

TERM	MEANING
AASHTO	American Association of State Highway and Transportation Officials.
Activities	All activities of the Private Partner (Concessionaire) and / or any of its representatives, agents, employees, affiliates, suppliers, contractors, or sub-contractors in the course of performing the Private Partner's obligations under the Draft Concession Agreement.
Actual Cost	Has the meaning given to that term in the Draft Concession Agreement.
Additional Facilities	Has the meaning given to that term in the Draft Concession Agreement.
Advertising Proceeds	Has the meaning given to that term in the Draft Concession Agreement.
Applicable Laws	Has the meaning given to that term in the Draft Concession Agreement.
Applicable Standards	The standards, requirements, criterion and timelines (as applicable) set out in relation to the Works, the Malir Expressway Project and its implementation, as defined in the Draft Concession Agreement.
Base Price	Has the meaning given to that term in the Draft Concession Agreement
Benchmark Revenue	The benchmark revenues set out in ANNEXURE N (Benchmark Revenues in (PKR)).
Bid(s)	



TERM	MEANING
	Any and all bids submitted by the Bidders as a response to this RFP, containing both, technical and financial bids, that are prepared and submitted in accordance with this RFP and are in compliance of the same.
Bidder	A bidder that submits a Bid in response to this RFP in accordance with the PPP Act and SPPRA Rules.
Bidder's Collaborator	The Bidder, a Member or Participant of the Bidder, any of their respective authorized officers, directors, managers, employees, supervisors, contractors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, the Lenders and the Bidder's Key Individuals.
Bid Price	The price of the bid which is calculated as per the below formula: GoS Equity Contribution + Present Value (PV) of MRG Amount discounted @ 14%
Bid Security	The security deposit that a Bidder must provide, in the form of a bank guarantee or a standby letter of credit, issued by a scheduled commercial bank operating in Pakistan acceptable to the GoS (with a minimum rating of 'A' by JCR VIS or an equivalent rating by PACRA), in case of a bank guarantee, the same shall be in form and substance as attached hereto as ANNEXURE D and of an amount, in Pakistani Rupee, equal to one percent (1%) of the Bid Price.
Bid Submission Date	The deadline for the Bidders to submit their Bids, as set out in Section 1.16 (<i>Project Schedule</i>) or any other date specified by the GoS by way of addenda.
Bid Validity Period	The period of one hundred and twenty (120) days starting from the Bid Submission Date.
Change in Ownership And / Or Control	Has the meaning given to that term in the Draft Concession Agreement.



TERM	MEANING
Class A Equity	The share capital issued to the shareholders of the Concessionaire (excluding the GoS). It represents a right of ownership in the company incorporated to undertake the Malir Expressway Project. This includes amounts invested upon the incorporation of or subsequently during the life of the Concession in accordance with Financial Model and the Concession Agreement. Moreover, these shares shall be recipients of the Termination Payment (if applicable in terms of this Agreement).
Class B Dividends	Has the meaning given to that term in the Draft Concession Agreement.
Class B Equity	Has the meaning given to the term “Class B Share” in the Draft Concession Agreement.
Commencement Date	Has the meaning given to that term in the Draft Concession Agreement.
Commercial Loan	A contract for valuable consideration, under which the Private Partner obtains funds from a financier / lender or permission to use movable assets loaned or temporarily provided by the latter. This includes all borrowings, whether in the form of a bank loan, bonds, Islamic financing <i>etc.</i>
Commitment Form	The commitment form, in form and substance as attached to this RFP as ANNEXURE F .
Compliant Bid	Any Bid that: <ul style="list-style-type: none"> (i) meets the eligibility requirements specified in this RFP; (ii) in the reasonable opinion of the TFEC, meets or surpasses all of the mandatory requirements for a Bid specified in this RFP; (iii) meets the requirements of this RFP sufficiently and in such a manner that the Bid would be considered to be complete, competitive, and submitted in good faith by a Bidder who intends to fulfil all the requirements of this RFP; (iv) in the reasonable opinion of the TFEC, is sufficiently detailed and complete such that, if the TFEC decides that the Bid is compliant,



TERM	MEANING
	<p>the Financial Close, based on that Bid, could occur within the timeframe specified in this RFP; and</p> <p>(v) meets all criteria and requirements stipulated in this RFP.</p>
Concession	Has the meaning given to that term in the Draft Concession Agreement.
Concessionaire	The SPV to be established and incorporated under the Applicable Laws for the purposes of the Malir Expressway Project by the enterprise or the Consortium that, further to this RFP and the final selection process, is declared the Preferred Bidder and is issued the LOI / LOA. The Concessionaire shall be the entity that will enter into the Concession Agreement with the GoS.
Concession Period	Has the meaning given to that term in the Draft Concession Agreement.
Conflict of Interest	Has the meaning given to that term in Section 1.13 (<i>No Conflict</i>).
Consortium	A Bidder comprised of a group of two or more enterprises formed to submit a Bid to carry out the Concession.
Consortium Power of Attorney	The power of attorney, to be signed by all the members of the Consortium appointing the Lead Member of the Consortium as the authorized representative of the Consortium, in the form attached as ANNEXURE E of this RFP.
Construction Performance Security	<p>Means:</p> <p>a. for the period commencing from the Effective Date till the Commencement Date, in the form of a bank guarantee or a standby letter of credit, issued by a scheduled bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the GoS, of an amount, in Pakistani Rupee, equal to the Bid Security or Rupees Two Hundred and Fifty million (PKR 250,000,000/-), whichever is higher;</p> <p>b. for the period commencing from the Commencement Date till the Construction Performance Security Expiry Date, in the form of a bank</p>



TERM	MEANING
	guarantee or a standby letter of credit issued by a scheduled bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the GoS, of an amount, in Pakistani Rupee, equal to two per cent (2%) of Pre-Estimated Project Cost;
Consultation and Selection Process / Competitive Selection Process	A process that includes this RFP; consultation with Bidders; attendance at Pre-Bid Meeting; issuance of a draft or revised version(s) of the Draft Concession Agreement; receipt and consideration of comments from Bidders and information provided in response to a request from the GoS; evaluation of the proposals submitted in response to this RFP; the selection of a Preferred Bidder; preparation, negotiation, acceptance, or rejection of any proposal; amendment, cancellation, interruption, or termination of the RFP; and execution of the Draft Concession Agreement.
Contractor	The engineering, construction, supply contractor engaged by the Private Partner/ Concessionaire for the construction of the Malir Expressway Project.
De-escalation Amount	Has the meaning given to that term in the Draft Concession Agreement.
Draft Concession Agreement	Means the draft concession agreement, in respect of this RFP.
Effective Date	Has the meaning given to that term in the Draft Concession Agreement.
EPC Contractor	Has the meaning given to that term in the Draft Concession Agreement.
Equity	The share capital of the Concessionaire, represented in PKR, subscribed to by any of the Concessionaire's shareholders for meeting the equity component of the Total Project Cost and it shall be the sum of Class A Equity and Class B Equity.
Escalable Item(s)	Has the meaning given to that term in the Draft Concession Agreement.



TERM	MEANING
Escalation Cost	Has the meaning given to that term in the Draft Concession Agreement.
Final Project Construction Completion Certificate	Has the meaning given to that term in the Draft Concession Agreement.
Financial Close	Has the meaning given to that term in the Draft Concession Agreement.
Financial Model	The financial model submitted by the Bidder as part of its Bid that meets the requirements of this RFP.
Financial Bid	The financial bid to be submitted by the Bidder with its Bid.
Financing Instruments	Any instrument which is to be issued to the Lenders for the purposes of Initial Financing of the Project
GoS Equity Contribution	The Class B Equity to be issued to the GoS which is capped at PKR 10,000,000,000/- (Pakistani Rupees Ten Billion only) as proposed by the Bidder in the Financial Bid.
GoS Transaction Advisor	The transaction advisor(s) engaged and retained by the GoS in respect of the Malir Expressway Project.
GoS Transaction Advisory Fee	Has the meaning given to that term in Section 1.19.2.
Government of Sindh / GoS	Local Government Department, Government of Sindh.
Independent Auditor	Has the meaning given to that term in the Draft Concession Agreement.



TERM	MEANING
Independent Engineer	Has the meaning given to that term in the Draft Concession Agreement.
Initial Financing	<p>The financing (equity and debt) proposed to be put into place by the Private Partner at the time of the Financial Close, which is sufficient for at least:</p> <ul style="list-style-type: none"> • carrying out all of the design and construction works relating to the Malir Expressway Project; and • achieving the Substantial Completion Date, <p>in each case, in accordance with the terms and conditions set forth in the Draft Concession Agreement.</p>
Insurance(s)	Has the meaning given to that term in the Draft Concession Agreement.
Integrity Pact	The instrument entitled ' <i>Integrity Pact</i> ' as attached to this RFP as ANNEXURE I , duly signed by the GoS and the Bidder.
Joint Bidding Agreement	An agreement between the members of the Consortium, conveying, <i>inter alia</i> , the intent to form a joint venture SPV with shareholding / ownership equity commitment(s), in terms of Section 3.1.1 (b) of this RFP.
Key Individual	<p>An individual who holds one of the following positions for a Bidder:</p> <ul style="list-style-type: none"> • Project Director; • Assistant project director; • Person in charge of structure design; • Person in charge of design; • Person in charge of construction; • Person in charge of operations and maintenance; • Person in charge of design, construction, and operation;



TERM	MEANING
	<ul style="list-style-type: none"> Person in charge of structuring the financing; and any other individual designated as Key Individual by a Bidder.
Lead Cost	Means the cost incurred by the Concessionaire in procuring sand, for the purposes of construction of the Malir Expressway Project, from an alternate source (as approved by the Independent Engineer) than the Malir riverbed.
Lead Member	Any member of the Consortium that leads the Consortium throughout the Malir Expressway Project and liaises between the GoS and the Consortium, as appointed pursuant to the Consortium Power of Attorney and the Joint Bidding Agreement.
Lenders	<p>Some or all of the individuals or legal persons who are participating or committed to participating in financing the Private Partner's Activities, whether in the form of loans or other Financing Instruments. These shall include:</p> <ul style="list-style-type: none"> a bank or bank syndicate; investors who purchase or agree to purchase debt securities with their own funds or funds under management.
Letter of Intent (LOI)	Has the meaning given to that term in Section 1.6.7.
Malir Expressway Project	Has the meaning given to the term "Project" in the Draft Concession Agreement.
Member	An enterprise that is part of the Bidder on an exclusive basis and that will invest equity in the Concessionaire.
Minimum Revenue Guarantee (MRG) Amounts	Has the meaning given to that term in the Draft Concession Agreement.



TERM	MEANING
Non-Disclosure Agreement	An agreement to be executed by the Bidder/ Lead Member of the Consortium, in form as attached as ANNEXURE H of this RFP.
O&M	The operations and maintenance of the Malir Expressway Project in accordance with the Applicable Standards.
Participant	An enterprise that is part of a Bidder on an exclusive basis and that will not invest Equity in the Concessionaire but will be responsible on behalf of a Bidder for at least one of the following elements: <ul style="list-style-type: none"> • twenty five percent (25%) of the Concession's design work; • ten percent (10%) of the Concession's construction work; and • twenty five percent (25%) of the Concession's operations and maintenance activities.
PPP	Public Private Partnership.
PPP Act	The Sindh Public Private Partnership Act 2010 (as amended from time to time).
PPP Unit	The Public Private Partnership Unit of the Finance Department of the GoS.
Pre-Bid Meeting	The meeting relating to the queries raised and clarifications sought by the prospective Bidders that are to be held on the dates set out in the Project Schedule set out in Section 1.16 below.
Preferred Bidder	The Bidder that will be declared successful by the TFEC and be selected by the GoS pursuant to the Competitive Selection Process and in accordance with the terms of this RFP to enter into the Concession Agreement and set up the Malir Expressway Project.
Preferred Bidder's Collaborator	The Preferred Bidder, a Member or Participant of the Preferred Bidder, any of their respective authorized officers, directors, managers, employees, supervisors, sub-contractors, consultants, advisors, representatives, agents,



TERM	MEANING
	successors, and respective assigns, the Lenders and the Preferred Bidder's Key Individuals.
Private Partner	Means: <ul style="list-style-type: none"> the enterprise or the Consortium that, further to this RFP and the final selection process, is declared the Preferred Bidder and issued the LOI/LOA for, <i>inter alia</i>, establishment of the Concessionaire for the purposes of entering into the Concession Agreement with the GoS; and the Concessionaire.
Pre-Estimated Project Cost	Has the meaning given to that term in the Draft Concession Agreement.
Project Construction Completion Date	The date on which the Final Project Construction Completion Certificate is issued by the Independent Engineer in accordance with the Draft Concession Agreement.
Project Director/Manager	Means the project director / manager of the Project Management / Implementation Unit, appointed by the GoS for purposes of the Malir Expressway Project and may be authorized by the GoS to enter into any GoS Agreements (excluding the Draft Concession Agreement) on behalf of GoS;
Project Expressway	Means approximately 39.90 km long road, namely Malir Expressway as more particularly described and indicated in the SCHEDULE F (Project Site) of the Draft Concession Agreement including bridges, culverts and other appurtenances thereto, which shall form part of the Concession Assets and shall be developed in accordance with the Applicable Standards;
Project Milestone	Has the meaning given to that term in the Draft Concession Agreement.
Project Requirements	Has the meaning given to that term in the Draft Concession Agreement.



TERM	MEANING
Project Site	Has the meaning given to that term in the Draft Concession Agreement.
Request for Proposal	<p>This request for proposal and all volumes, appendices, and addenda thereto, including:</p> <ul style="list-style-type: none"> • Volume 1 – Instructions to Bidders • Volume 2 – Draft Concession Agreement
Revenue	Has the meaning given to that term in the Draft Concession Agreement.
Scheduled Substantial Completion Date	The date on which Substantial Completion is required to be achieved, the same being a date not later than thirty (30) months following the Commencement Date.
Segment Substantial Completion	Has the meaning given to that term in the Draft Concession Agreement.
Segment Substantial Completion Date	Has the meaning given to that term in the Draft Concession Agreement.
Specific Judicial Forum	Has the meaning given to that term in the Draft Concession Agreement.
Specific Malir Construction Material	Has the meaning given to that term in the Draft Concession Agreement.
Specific Malir Construction Material Utilization Decision	Has the meaning given to that term in the Draft Concession Agreement.



TERM	MEANING
SPPRA Rules	The Sindh Public Procurement Rules, 2010 (as amended from time to time).
SPV	Has the meaning given to the term in Section 1.6.7.
Substantial Completion	Has the meaning given to that term in the Draft Concession Agreement.
Substantial Completion Certificate	Has the meaning given to that term in the Draft Concession Agreement.
Substantial Completion Date	Has the meaning given to that term in the Draft Concession Agreement.
Technical and Financial Evaluation Committee / TFEC	The technical and financial evaluation committee formed by the GoS in accordance with the Applicable Laws of Pakistan for the purpose of analysing and evaluating the Bids.
Technical Bid	The technical bid submitted by the Bidder in response to this RFP.
Technical Specifications	All of the features and requirements relating to the Malir Expressway Project, as specified in the Draft Concession Agreement and this RFP.
Toll Notification Structure	Has the meaning given to that term in the Draft Concession Agreement.
Total Project Cost	Has the meaning given to that term in the Draft Concession Agreement.
TOR	Has the meaning given to that term in Section 1.1.4.



TERM	MEANING
Users	All commuters using the road in a road vehicle.
Works	Has the meaning given to the term “Project Works” in the Draft Concession Agreement.



1. INFORMATION FOR BIDDERS

1.1 INTRODUCTION

- 1.1.1 Government of Sindh has envisaged the construction of the Project Expressway on Malir River, which will facilitate thousands of commuters and heavy traffic of Karachi port, Korangi industrial area, Landhi industrial area, steel mills, Port Qasim and other such areas towards upcountry through the national and super highways. It is also expected that the improved facility would help open these areas for creation of infrastructure such as better services for schools and health sectors, as these areas would become more accessible. The Malir Expressway Project will be one of the most strategic economic corridors of the city which on one hand provides a strategic link to the M-9 and on the second it is the main passageway to DHA Phase-9, Bahria Town, Education City, and several real estate schemes in the vicinity of M-9.

The Project Expressway is a six (6) lane dualized highway (having an approximate length of 39.90km) designed for high speed traffic starting before Jam Sadiq River Bridge on Korangi Road ending near Kathore at the junction of existing Link Road and M-9, including seven (7) interchanges having controlled access.

- 1.1.2 The main objective of the Malir Expressway Project is to, *inter alia*, construct a strategic expressway which would be required to carry the increased traffic on account of increased economic activities in the north of Karachi and hence will be an asset for the city. The Project Expressway will serve as the southern alternative route for carrying traffic of the port and industrial areas to the main highways, which is, *inter alia*, the scope of the Malir Expressway Project.
- 1.1.3 The recipients of this RFP are hereby invited to submit a Bid in respect of the Malir Expressway Project and the services required for the Concessions given in Section 2 (*Data Sheet*).
- 1.1.4 A brief description of the Malir Expressway Project and its objectives are given in Section 2 (*Data Sheet*). Details are provided in Section 4 (*Terms of Reference*) (the **TOR**).
- 1.1.5 Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, Applicable Laws and regulations, the general and local conditions associated with implementing the Malir Expressway Project and any other matter considered relevant by them. All costs related to the visits to the Project Site shall be borne by the Bidders and, regardless of the Bid and the Competitive Selection Process outcome, the GoS shall not be liable in any manner for any costs incurred as a result of such visit(s).
- 1.1.6 The Bidders will be given the opportunity to discuss their comments and suggested changes to the Draft Concession Agreement and Technical Specifications in the Pre-Bid Meeting, as specified in the Data Sheet.



- 1.1.7 While the information set out, or referred to, or included by reference in this RFP, the GoS gives no representation whatsoever that this RFP (or any instrument / document issued hereunder) is comprehensive or that it has been independently verified.
- 1.1.8 GoS does not make any representation or warranty, express or implied, as to the accuracy or completeness of such information, or any information on which this RFP is based, or any other background or reference information or documents prepared and made available to the Bidders, and any liability related to such information is hereby expressly disclaimed.
- 1.1.9 Bidders will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against the GoS with respect to such information.
- 1.1.10 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this RFP and, therefore, the submission of Bids in response to this RFP would be deemed as acceptance to the said terms.

1.2 AWARD OF CONCESSION

- 1.2.1 It is anticipated that through the Competitive Selection Process, one of the Bidders will be selected as the Preferred Bidder, who will then be offered the opportunity to incorporate the SPV in terms of this RFP and the LOI / LOA, which SPV shall subsequently enter into the Draft Concession Agreement (as the Concessionaire) for the purposes of the Malir Expressway Project.
- 1.2.2 The award of Concession shall be made to such Bidder who is compliant with the technical and financial parameters as set out in this RFP.

1.3 STRUCTURE OF THE RFP

- 1.3.1 This RFP contains the following two (2) volumes and their respective appendices and schedules:

VOLUME 1: INSTRUCTIONS TO BIDDERS;

VOLUME 2: DRAFT CONCESSION AGREEMENT.

1.4 NO OBLIGATION TO SELECT OR PROCEED

- 1.4.1 Notwithstanding any other section in this RFP, by submission of a Bid by a Bidder, such Bidder and each firm, corporation or individual member of the same, acknowledges and agrees that:
 - a. the GoS may, at its sole discretion, refuse to consider and completely withdraw from the Consultation and Selection Process; or decide to terminate the entire bidding process, prior to the acceptance of a Bid, without assigning any reason whatsoever; or decide to proceed with the Malir Expressway Project under a new procurement process (including any new PPP procurement process); or decide



to proceed with the Malir Expressway Project in some manner other than as a PPP; or reject any Bid that, in the sole opinion of the GoS, is incomplete or irregular, contains exceptions or deviations that are unacceptable to the GoS, or contains false or misleading statements, claims, or information, or omits any material information that must be submitted under this RFP by a Bidder or a Bidder's Collaborator, or for any other reason whatsoever;

- b. the GoS's decision with respect to the compliance or non-compliance of a Bid shall be final and binding and that the GoS shall in no way be obliged to consult the Bidder in making its decisions; and
- c. any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of the terms related to the aforementioned points (a) and (b) and therefore the submission of the Bids in response to this RFP would be deemed as an acceptance to the aforesaid terms.

1.5 COSTS AND EXPENSES INCURRED BY THE BIDDERS

- 1.5.1 All costs, expenses and liabilities incurred by any Bidder (including all its Consortium members, as applicable) in connection with the preparation and submission of the Bids, including the provision of any additional information, attendance at meetings, conducting due diligence, visits to the Project Site, engagement of consultants, advisors and contractors *etc.*, and in discussion with the GoS shall be, in each case, borne by the Bidders (including all its Consortium members, as applicable).

1.6 DOCUMENTS

- 1.6.1 Bidders must prepare and submit their Bids in full compliance with the requirements of this RFP together with the submission of the documents, forms and instruments required for submission under this RFP.
- 1.6.2 Bidders requiring any clarification regarding this RFP and / or any documents / forms and instruments to be submitted pursuant to this RFP must notify the GoS, in writing, not later than four (4) business days prior to the respective Pre-Bid Meeting relating to the RFP matters, as such time period and number of meetings may be extended or amended at the sole discretion of the GoS. Any request for clarification in writing, or by email, shall be sent to the GoS's address indicated in Section 2 (*Data Sheet*). The GoS shall respond in writing or by email to such requests and copies of the response shall be sent to all Bidders.
- 1.6.3 At any time before the submission of the Bids, the GoS may for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify any of the documents listed in Section 2 (*Data Sheet*) by amendment. The amendment shall be sent in writing or by email to all the Bidders and shall be binding on them. The GoS may, at its sole discretion, extend the deadline for the submission of Bids.
- 1.6.4 Each Bidder (and in case the Bidder is a Consortium, the Lead Member) shall nominate a representative with whom the GoS should liaise and shall provide such representative's details including designation and all relevant contact details. Legal documentation (*e.g.* power of attorney, board resolutions and / or other legally binding authorization) for



appointment of the authorized representative of the Bidder (and in case the Bidder is a Consortium, the Lead Member) shall be provided with the Bid.

1.6.5 SUBMISSION OF THE BIDS

- 1.6.5.1 Each Bidder shall submit only one Bid including one original Technical Bid and one original Financial Bid and three (3) hard copies of each, with one soft copy (on CD/ DVDs) of each, as indicated in **Section 2 (Data Sheet)**.

Each Bid shall be in a separate envelope indicating the Bid as original or copy clearly marked as “ORIGINAL” and “COPY”, as appropriate. The Technical Bid shall be placed in a sealed envelope clearly marked “TECHNICAL BID” and the Financial Bid in the sealed envelope clearly marked “FINANCIAL BID”. These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked: “DO NOT OPEN, EXCEPT IN PRESENCE OF THE TECHNICAL AND FINANCIAL EVALUATION COMMITTEE”. Any Bidder who submits or participates in more than one Bid will be disqualified.

- 1.6.5.2 The original and each copy of the Bid shall be prepared in indelible ink and shall be signed by an authorized representative of the Bidders. The representative’s authorization shall be confirmed by a written power of attorney accompanying the Bids.
- 1.6.5.3 Each Bid should be bound in the hard book binding form to avoid the possibility of removal or insertion of page(s). All pages of the Bid must be signed and stamped in original by the Bidder’s authorized representative. All the pages must be numbered starting from the first page to the last. **Any Bid not substantially adhering to these requirements may be rejected by the TFEC .**
- 1.6.5.4 In case of any discrepancy between the original and the copies of the Bid, the original shall prevail.
- 1.6.5.5 The Bid shall contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves. Any such corrections shall be initialled by the authorized person or persons signing the Bid.
- 1.6.5.6 The Bids shall be delivered on or prior to the Bid Submission Date, and the Bids shall be opened in accordance with Section 2.3 (*Opening of Bids*).
- 1.6.5.7 The Bids shall be valid for the number of days stated in Section 2 (*Data Sheet*) from the date of their submission. During this period, the Bidders shall keep available the professional staff proposed for the assignment. The GoS shall make its best effort to complete the procedure at the location stated in Section 2 (*Data Sheet*) and within the time stated in Section 2 (*Data Sheet*).
- 1.6.5.8 In case of a Consortium, a Joint Bidding Agreement shall also be submitted by the Bidders, specifically appointing a Lead Member of the Consortium and identifying the roles of each Consortium Member. Following the Bid



Submission Date, there shall be no change in the Consortium, by addition/withdrawal of a consortium member or change in percentage shareholding of any consortium member, except as may be permitted under the Draft Concession Agreement.

1.6.5.9 The Integrity Pact, duly signed by the GoS and the Bidders (in case the Bidder is a Consortium, by the Lead Member), shall be submitted.

1.6.5.10 Either a board resolution or an authority letter, authorising the person(s) signing the Bid on behalf of the Bidder, shall be submitted. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Bidder shall be submitted.

1.6.5.11 Each Bidder shall provide a Bid Security in a sealed envelope with its Financial Bid and such Bid Security shall be required to be valid for an initial period of one hundred and twenty (120) Days plus twenty-eight (28) Days beyond the original bid validity period making it a total of one hundred and forty-eight (148) days from the Bid Submission Date. The GoS shall extend such period, at its discretion, in accordance with the Applicable Laws.

1.6.5.12 The TFEC will evaluate the Bids to select the Preferred Bidder. The Bidder that, *inter alia*, submits a Compliant Bid which meets all the requirements in this RFP required by the GoS for implementing the Malir Expressway Project.

1.6.6 **NOT USED**

1.6.7 **FINALIZATION OF THE TRANSACTION**

Following completion of the bidding process under this RFP, once the Preferred Bidder is announced, necessary negotiations will take place to finalise the Draft Concession Agreement, provided that such negotiations shall not amend or vary any financial and / or technical aspects on which the Bids are invited. After the Preferred Bidder is selected, the GoS shall issue a letter of intent / award (the **Letter of Intent / LOI**) to the Preferred Bidder, which shall require the Preferred Bidder to accept the LOI in terms of the timelines contemplated in the LOI. Issuance of the LOI shall be subject to the necessary approvals and recommendations of the competent authority(ies).

The Preferred Bidder shall, as a key condition of this RFP and the LOI (subsequent to the issuance of the LOI), procure, *inter alia*, incorporation of a “*special purpose vehicle / company*” (the **SPV**) that shall be a locally registered company incorporated in accordance with the laws of Pakistan and such SPV shall be the Concessionaire for the purposes of the Malir Expressway Project. The SPV shall, upon incorporation and finalization of the Draft Concession Agreement, enter into the Draft Concession Agreement (*as the Concessionaire*) for the purposes of the Malir Expressway Project. The Concessionaire shall be obligated to replace the Bid Security (prior to the expiry of the Bid Security) with the Construction Performance Security in terms of the LOI prior to the Effective Date.



The Construction Performance Security shall be submitted by the Concessionaire, subsequent to the issuance of the LOI, which shall be valid from the date of its submission until the Commencement Date and must be fully compliant with the format provided in the Draft Concession Agreement.

Should the Bidder refuse to sign the final version of the Draft Concession Agreement with the GoS in the agreed-upon form and content, the GoS shall be entitled to encash the full amount of the Bid Security or the Construction Performance Security (as the case maybe) and retain and use the proceeds at its sole discretion.

In the event that the Preferred Bidder fails to provide the Construction Performance Security to the GoS sixteen (16) days prior to the expiry of the Bid Security, the GoS shall become entitled, fifteen (15) days prior to the expiry of the Bid Security, to encash the Bid Security in full.

1.7 POTENTIAL CHANGES TO OR TERMINATION OF THE CONSULTATION AND SELECTION PROCESS

- 1.7.1 The GoS may, at its sole discretion, at any time, and for any reason whatsoever, without becoming liable to any Bidder or to any other party, by way of addenda, modify, amend, or otherwise change all or any part of the RFP, including by amending the Consultation and Selection Process, by modifying the limits and scope of the Concession of Malir Expressway Project, by extending any deadline or time limit (including the deadline for setting up the Concession) specified herein, or by suspending, postponing, or terminating all or any part of the Competitive Selection Process. Any addendum shall be issued by the GoS in writing and the same will be explicitly identified as an addendum to this RFP.
- 1.7.2 Without limiting the scope of Section 1.7.1, even though the GoS intends to name a Preferred Bidder and sign a Concession Agreement, if the GoS fails to receive at least one (1) Compliant Bid for which all government approvals (excluding the environmental approbations required) have been obtained, the GoS reserves the right to terminate the Competitive Selection Process.
- 1.7.3 If the GoS terminates the Competitive Selection Process, the GoS reserves the right to proceed with all or any part of the Malir Expressway Project, including the use of some or all of a Bidder's ideas and concepts, based on the approach that the GoS considers to be most suitable, which does not exclude the involvement of one or more of the initially selected Preferred Bidder's collaborators.
- 1.7.4 In the event that the GoS rejects or annuls all the Bids, it may, at its discretion, invite all eligible Bidders to submit a fresh Bid or restart the Competitive Selection Process.
- 1.7.5 The GoS reserves the right to terminate the Competitive Selection Process. The GoS shall, upon request by any of the Bidder, communicate to such Bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.
- 1.7.6 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.7 (*Potential Changes To Or Termination Of*



The Consultation and Selection Process) and, therefore, the submission of Bid in response to this RFP would be deemed as an acceptance to the said terms.

1.8 NO CONTRACT

- 1.8.1 No contract whatsoever is created by or arises from this RFP (with the exception of the Commitment Form found in **ANNEXURE F**), which, under no circumstances, constitutes an offer to enter into a contract with any party whatsoever.
- 1.8.2 The GoS and / or the TFEC do not have an obligation, responsibility, commitment, or legal liability towards any Bidder or any Bidder's Collaborators arising from this RFP or any Bid submitted in response to it, or from the Competitive Selection Process.
- 1.8.3 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.8 (*No Contract*) and therefore the submission of Bid in response to this RFP would be deemed as an acceptance to the said terms.

1.9 NO COLLUSION

- 1.9.1 By submitting a Bid, the Bidder and each firm, corporation or individual member of the Bidder represents and confirms to GoS with the knowledge and intention that GoS may rely on such representation and confirmation that its Bid has been prepared without collusion or fraud, and is in fair competition with the other Bidders and the Bid of the other Bidders.
- 1.9.2 GoS reserves the right to disqualify any Bidder that, in GoS's opinion, has engaged in collusion in connection with the Malir Expressway Project.

1.10 PROJECT TEAM

- 1.10.1 The Local Government Department, Government of Sindh is managing the PPP process and coordinating activities related to the Competitive Selection Process and matters relating to the same.
- 1.10.2 The GoS has designated a Project Director who has been mandated to oversee the entire work required to be carried out in respect of the Malir Expressway Project.
- 1.10.3 Any other person or enterprise that has a contract with the GoS to work on this Malir Expressway Project is ineligible to participate in the Competitive Selection Process, unless specifically exempted by the GoS.

1.11 NO LOBBYING

- 1.11.1 The Bidders and the firm, corporation or individual members of a Bidder, will not attempt to communicate, directly or indirectly, with any representative of the GoS and / or the TFEC at any stage of this RFP process (including during the evaluation process), except as expressly directed or permitted by GoS, or except as may be required and permitted under another procurement competition, project or other assignment, in which event the Bidder will not have any discussions regarding the Malir Expressway Project.



- 1.11.2 The GoS reserves the right to disqualify any Bidder that, in GoS's opinion, has engaged in lobbying in connection with this Malir Expressway Project.

1.12 NO CLAIMS

- 1.12.1 The GoS shall not be liable for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Bidder or any firm, corporation or individual member of a Bidder, in preparing and submitting a Bid or participating in negotiations for the Draft Concession Agreement or any other activity related to or arising out of this RFP. In furtherance of the foregoing, the Bidder shall participate in the Competitive Selection Process based on a clear understanding that the GoS, its entities and its relevant stakeholders in the Malir Expressway Project (including, *inter alia*, the Local Government Department, Government of Sindh, the PPP Unit, Finance Department, Government of Sindh and the TFEC) and, in each case, their employees, personnel, agents, consultants, advisors, legal advisors and contractors etc., stand released from such claims. For avoidance of doubt, the afore-stated release and its acceptance by the Bidders is a pre-condition to participation in the Competitive Selection Process.

1.13 NO CONFLICT

- 1.13.1 There shall be no conflict of interest (the **Conflict of Interest**) of any of the Bidders that affects the Competitive Selection Process. In case a Bidder contemplates any Conflict of Interest till the issuance of the LOI, it shall immediately notify the GoS in writing of such Conflict of Interest and the GoS, in its sole discretion, shall decide whether such conflict constitutes a Conflict of Interest. In case any Bidder is found to have a Conflict of Interest, it shall be disqualified. In the event of disqualification, the GoS shall encash and appropriate the Bid Security (submitted by the Bidder in accordance with the terms of the RFP), as mutually agreed genuine pre-estimated compensation and damages payable to the GoS for, *inter alia*, the time, cost and effort of the GoS, including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to the GoS hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Competitive Selection Process, if, *inter alia*:
- a) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder, or a constituent thereof in the other Bidder (s) (or any of its constituents), is less than one percent (1%) of its paid up and subscribed capital; or
 - b) a constituent of such Bidder is also a constituent of another Bidder; or
 - c) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder (other than the subsidy is made to one Bidder, as allowed in subsection (a) above); or



- d) such Bidder has the same legal representative for purposes of the Bid as any other Bidder; or
 - e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bidder of either or each of the other Bidder; or
 - f) such Bidder has participated as a consultant to the GoS in the preparation of any documents, design or Technical Specifications of the Malir Expressway Project.
- 1.13.2 A Bidder shall be liable for disqualification and forfeiture of its Bid Security if any legal, financial or technical adviser of the GoS in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to the Project during the Competitive Selection Process.

In the event any such adviser is engaged by the Preferred Bidder or the Concessionaire, as the case may be, without prejudice to any other right or remedy of the GoS (including the encashment and appropriation of the Bid Security or the Construction Performance Security, as the case may be) which the GoS may have thereunder or otherwise, the LOI or the Concession Agreement, as the case may be, shall be liable to be terminated without the GoS being liable, in any manner whatsoever, to the Preferred Bidder or Concessionaire for the same.

- 1.13.3 The GoS reserves the right to disqualify any Bidder that in the GoS's opinion has a Conflict of Interest, whether such conflict exists now or is likely to arise in the future.
- 1.13.4 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.13 (*No Conflict*) and therefore the submission of a Bid in response to this RFP would be deemed as an acceptance to the said terms.

1.14 NOT USED

1.15 CONFIDENTIALITY

- 1.15.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the GoS in relation to, or matters arising out of, or concerning the Competitive Selection Process. The GoS will endeavour to treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The GoS may not divulge any such information, unless it is directed to do so by any statutory entity that has the power under law to require its disclosure, is required under the Applicable Laws, or it is to enforce or assert any right or privilege of the statutory entity and / or the GoS.
- 1.15.2 All information supplied by GoS in connection with this RFP, including the documents shared as a part of the data room, shall be treated as confidential and the Bidders shall



not, without the prior written consent of GoS, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by law). Subject to the provisions of this RFP, the bidding documents shall remain the property of the GoS and are transmitted to the Bidders solely for the purpose of preparation and submission of the Bid in accordance herewith. The GoS will not return any Bid or any information provided along therewith.

- 1.15.3 This RFP and every part of it and all other information provided by or on behalf of the GoS must be treated as private and confidential. Bidders shall not disclose the fact that they have been invited to submit a Bid or release details of the RFP other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Bid.
- 1.15.4 Bidders shall not at any time release any information concerning the RFP and / or their Bid and / or any related documents and / or any negotiation and/or any discussion with GoS in this connection for publication in the press or on radio, television, screen or any other medium without the prior written approval of the GoS.
- 1.15.5 Each Bidder undertakes to indemnify GoS and to keep GoS indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this Section 1.15 (*Confidentiality*).
- 1.15.6 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 1.15 (*Confidentiality*) and therefore the submission of the Bid in response to this RFP would be deemed as an acceptance to the said terms.

1.16 PROJECT SCHEDULE

The tentative Competitive Selection Process schedule (as may be amended by GoS in its discretion) is as follows:

Issuance of the RFP (the Issuance Date)	July 31, 2019
Pre-Bid Meeting (the Pre-Bid Meeting)	August 20, 2019
Availability of bidding documents on SPPRA website	September 16, 2019
Submission and opening of Technical Bids and submission of Financial Bids only (the Bid Submission Date)	September 17, 2019
Evaluation of Technical Bids and opening of financial bid (the Evaluation of Technical Bids)	Bid Submission Date + 21 days
Evaluation of Financial Bid (the Evaluation of Financial Bids)	Evaluation of Technical Bids + 14 days
Announcing the Preferred Bidder (the Announcement)	Evaluation of Financial Bids + 10 days
Concession Agreement signing (the Signing Date)	Announcement + 15 days
Financial Close	Within 180 Days of Signing Date



Concession Period	
Anticipated start of design, planning and surveys	10 days from Signing Date
Anticipated end of design, planning and surveys	120 days from Signing Date
Anticipated start of construction (the Commencement Date)	180 Days from Signing Date
Anticipated end of segment I construction (the Segment Substantial Completion Date)	18 months from the Commencement Date
Anticipated end of construction (the Substantial Completion Date)	30 months from the Commencement Date
Anticipated expiry of Concession Agreement and handover of facilities	25 years from the Substantial Completion Date

1.17 INSURANCES

- 1.17.1 If a Bidder is selected as the Preferred Bidder, it understands, undertakes and confirms that it shall be responsible for procuring Insurances in respect of the Malir Expressway Project. All fees, costs and other expenditures relating to such Insurances shall be borne by the Concessionaire. Furthermore, the cost for Insurances may be included in the financial plan by the Bidders.

1.18 NOT USED

1.19 TRANSACTION ADVISORS AND TRANSACTION ADVISORY FEE

- 1.19.1 The GoS has retained the GoS Transaction Advisor for assisting the GoS for developing an effective framework for the development of the Malir Expressway Project and selection of the Concessionaire amongst the Bidders through a fair and transparent competitive bidding process.
- 1.19.2 The transaction advisory fee, which is zero point one five percent (0.15%) of the construction cost (as set out in the Financial Model), accrued as a result of their services rendered to the GoS in respect of the Malir Expressway Project (the **GoS Transaction Advisory Fees**) shall be payable directly to the GoS Transaction Advisors by the Concessionaire in accordance with the terms of the Draft Concession Agreement. Furthermore, the Concessionaire shall be responsible for payment of all taxes applicable on GoS Transaction Advisory Fees.



2. DATA SHEET

2.1 INFORMATION FOR BIDDERS

2.1.1 THE ASSIGNMENT

The Malir Expressway Project is design, finance, built, operate, maintain and transfer - DFBOT of the Project Expressway which is described in Section 1 (*Information for Bidders*) above.

2.1.2 PROJECT DESCRIPTION

The Project Expressway will be a six (6) lane dual carriageway with a New Jersey Barrier in between (see typical cross-sections). Approximate length at this bidding stage is established as 39.90 km, which will be firmed up at detailed design stage.

Detailed description of start and end points and other information of the Project Expressway are provided in Section 1 (*Information for Bidders*) above.

In addition to the matters set out in this RFP, it is currently envisaged that the term of the Concession will be for the Concession Period. The GoS expects the term to include two and a half (2.5) years of construction period and twenty-five (25) years of operating period – such operating period to commence on the Commercial Operations Date in accordance with the Draft Concession Agreement.

It is clarified that the Concessionaire shall be entitled to collect toll revenue on the achievement of Segment Substantial Completion. Such toll revenue shall be allocated in accordance with Section 17.4.1 of the Draft Concession Agreement. Nonetheless, the Concession Period shall remain the same and the MRG payments shall only be available once Substantial Completion Date has been achieved.

Following the expiry of the Concession Period, ownership of the Malir Expressway Project related assets shall be transferred to the GoS. The Malir Expressway Project shall be structured as a Draft Concession Agreement between GoS and the Concessionaire (being the SPV to be established and incorporated under the laws of Pakistan for the purposes of the Malir Expressway Project by the enterprise or the Consortium that, further to this RFP and the final selection process, is declared the Preferred Bidder and is issued the LOI). The Concession will be awarded through a Competitive Selection Process open to Bidders.

2.1.3 PRE-BID MEETING

2.1.3.1 The Pre-Bid Meeting will be held at:

VENUE: FIRST FLOOR COMMITTEE ROOM, LOCAL GOVERNMENT DEPARTMENT, GOVERNMENT OF SINDH, TUGHLAQ HOUSE, SHAHRA-E-ATTATURK ROAD, KARACHI, PAKISTAN.



- 2.1.3.2 Queries and clarifications relating to the technical matters, matters relating to the RFP and financial matters, shall reach at least four (4) business days prior to the Pre-Bid Meeting, as such time period and number of meetings may be extended or amended at the sole discretion of the GoS.
- 2.1.3.3 All such queries and clarification bearing reference of the Malir Expressway Project shall be delivered at:
- ATTENTION:** **PROJECT DIRECTOR / SPECIAL SECRETARY (TECHNICAL)**
LOCAL GOVERNMENT DEPARTMENT, GOVERNMENT OF SINDH
- ADDRESS:** LOCAL GOVERNMENT DEPARTMENT, GROUND FLOOR,
TUGHLAQ HOUSE, SHAHRA-E-ATTATURK ROAD, KARACHI,
PAKISTAN.
- 2.1.3.4 The Bidders are requested to submit any substantive questions in writing or through fax or email to reach the GoS, unless otherwise permitted by GoS in its sole and absolute discretion, not later than four (4) business days before the Pre-Bid Meeting.
- 2.1.3.5 It shall be assumed by the GoS that subsequent to the Pre-Bid Meeting on the technical, RFP and financial matters, all the queries, comments and concerns of the Bidders have been addressed and answered to the full satisfaction of all the Bidders. Furthermore, any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 2.1.3 (*Pre-Bid Meeting*) and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.
- 2.1.3.6 The GoS, however, reserves the right to call any additional Pre-Bid Meeting, if it so desires to.
- 2.1.4 **PROJECT LIAISON**
- 2.1.4.1 The contact details for the primary persons designated for this RFP are:
- ATTENTION** : PROJECT MANAGER, MALIR EXPRESSWAY PROJECT
- PHONE** : 021-99212314
- ADDRESS** : SINDH SECRETARIAT, TUGHLAQ HOUSE, SHAHRAH-E-KAMAL ATTATURK, KARACHI, PAKISTAN.
- 2.1.5 Access to information, or to any modification or update shall be made available to the Bidders subject to submission of the Non-Disclosure Agreement (as attached hereto as **ANNEXURE H**) to the GoS, duly signed by the authorized representative of the Bidder.
- 2.1.6 **BID SUBMISSION: TIME AND PLACE OF DELIVERY**
- All Bids shall be submitted in a sealed envelope no later than **15:00 hours PST** on the Bid Submission Date to the following address and marked for the attention of:



ATTENTION : PROJECT DIRECTOR, MALIR EXPRESSWAY PROJECT, LOCAL GOVERNMENT DEPARTMENT, GOVERNMENT OF SINDH.

ADDRESS : SINDH SECRETARIAT, TUGHLAQ HOUSE, SHAHRAH-E-KAMAL ATTATRUK, KARACHI, PAKISTAN.

TELEPHONE : +92 21 9921 2314

2.1.7 Bids received after **15:00** hours (PST) on the Bid Submission Date will be returned to the sender unopened. Bidders are responsible for ensuring that their Bids are submitted at the time and place specified in Section 2.1.6 (*Bid Submission: Time and Place of Delivery*).

2.1.8 The sealed envelope shall include one original Technical Bid and three (3) hard copies, with one soft copy (on CD / DVDs / USB) and shall also include other supporting documents and forms, as identified in this RFP and as per the guidelines given in Section 2 (*Data Sheet*).

2.2 NOT USED

2.3 OPENING OF THE BIDS

2.3.1 The GoS will open the Bids at the Committee Room of the Planning & Development Board, 2nd Floor, Tughlaq House, Sindh Secretariat, Karachi in the presence of Bidders or their authorized representatives who choose to attend, at a Bid opening ceremony / meeting, one (1) hour after the Bid Submission Date. The Bidder representatives who are present shall sign a register in evidence of their attendance.

2.4 TECHNICAL AND FINANCIAL EVALUATION COMMITTEE (TFEC)

2.4.1 The Bids will be reviewed by a TFEC constituted in accordance with the Applicable Laws and the requirements set out in this RFP. The TFEC will select such Bidder as the Preferred Bidder who has submitted a Compliant Bid and has the lowest Bid Price based on the financial evaluation criteria set out in the RFP.

2.5 BID EVALUATION PROCESS

2.5.1 The Bids shall be opened one (1) hour following the Bid Submission Date. The examination and review of the Bids shall commence one (1) hour following the opening of Bids. The Bids shall be evaluated based on the criteria set out in this RFP and the Preferred Bidder will be responsible for all activities incidental and ancillary to the successful completion of the Malir Expressway Project.

2.5.2 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.5 (*Bid Evaluation Process*) and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.



2.6 EVALUATION CRITERIA

- 2.6.1 The TFEC shall carry out its review and examination of the Bids submitted by Bidders.
- 2.6.2 The Bid must be submitted at the place and by the deadline specified in Section 2.1.6 (*Bid Submission: Time and Place of Delivery*).
- 2.6.3 The Commitment Form, with no amendments or changes thereto, must be signed by the Bidder and its Members.
- 2.6.4 Duly passed resolutions giving the representative of the Bidders (and each of its Members, in case of a Consortium) signing authority must accompany the Bid. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Bidder shall be provided.
- 2.6.5 The declaration, in form and substance attached hereto as **ANNEXURE G**, with no amendments or changes thereto, must be signed by the Bidders and their Members.
- 2.6.6 The Non-Disclosure Agreement, identical in form and substance attached hereto as **ANNEXURE H**, with no amendments or changes thereto, must be signed by the Bidder and its members, for the access to data room. Further, the Integrity Pact, identical in form and content to the one found in **ANNEXURE I**, with no amendments or changes thereto, must be signed by the Bidder.
- 2.6.7 COMMERCIAL COMPLIANCE
- a. In case the Bidder is a Consortium, once the Bid is submitted, such Bidder must be bound by a Joint Bidding Agreement.
 - b. Participants and Key Individuals who are not employees of the Bidder or of a Member or Participant of the Bidder must complete and sign the Commitment Form, with no amendments or changes thereto. Duly passed resolutions giving the representatives of each Participant of the Bidder signing authority must accompany the Commitment Form.
 - c. Bid must not be conditional.
- 2.6.8 A Bid submitted in response to this RFP by a Bidder shall contain *inter alia*, the following:
- a. the information specified in Section 3 (*Standard Bid Forms*).
 - b. The review of a Bid's technical compliance will focus specifically on examining certain key technical items considered by the GoS to be sensitive. The following items will be verified:
 - Design & construction methodology for road (geometry & pavement).
 - Design & construction methodology for the bridges and other structures.



- Design & construction methodology for the interchanges.
 - Quality management programs.
 - Quality control programs.
 - Environmental requirements.
 - Consistency of schedules.
 - Design assumptions.
 - Construction techniques.
 - Project management systems.
 - O&M program.
 - ETTM & Toll Collection.
- c. This evaluation is neither comprehensive nor a complete verification of technical compliance with the specifications of the Draft Concession Agreement.
- d. The Substantial Completion Date and the Project Construction Completion Date, as per the Project Milestones given in this RFP and the Draft Concession Agreement, or as may be agreed at the time of the Concession Agreement.
- 2.6.9 A Financial Bid must meet the following requirements in order to be considered compliant:
- a. It must contain complete information requested in Form J12 (*Financial Bid Form*).
- b. In the opinion of the TFEC, the Bidder continues to have sufficient financial capacity to achieve the Malir Expressway Project completion.
- c. The financing plan indicates that the planned financing is sufficient to cover all of the Malir Expressway Project's requirements for the full term of the Concession Agreement (including design, construction, finance, operation, and maintenance).
- d. The Financial Model:
- provides a Substantial Completion Date and Project Construction Completion Date as per the Project Milestones given in this RFP and the Draft Concession Agreement;



- is consistent with the technical bid (design schedule and cost, construction schedule and cost, maintenance schedule and costs, operations cost).
- e. In the opinion of TFEC, the financing plan is robust in the short, medium and long-term. “**ROBUST**” means that the contemplated financing is sufficient to support reasonable fluctuations in the main risks of the Concession (e.g.: inflation, construction costs and schedule, O&M costs, etc.) without triggering the financing documents’ events of default.
- f. The Financial Model shall include detailed description and workings of all applicable federal, provincial and local taxes, duties, levies and other charges (including initial tax depreciation workings) in a separate sheet as per the Income Tax Ordinance 2001 (as may be amended, modified, supplemented or re-enacted from time to time). These tax workings and calculations will be assessed by the Independent Auditor and if required, the Independent Auditor in consultation with the Preferred Bidder shall adjust the tax workings and calculations in accordance with the Income Tax Ordinance, 2001 (as may be amended, modified, supplemented or re-enacted from time to time).
- g. The Financial Model shall assume the KIBOR rate at 14% and the Bidders will be required to include the expected spread / margin over the KIBOR rate for computation of the debt liability. The spread / margin should be based on discussions with prospective lenders and/or Bidders likely estimate of the financing cost.
- h. The Financial Model shall assume an annual escalation rate of 10% on the O&M Costs, which shall be included in the MRG Amount.
- i. In addition, each Bidder is required to provide a copy of the Financial Model relating to its Financial Bid on a ‘Microsoft Excel Windows’ readable USB memory stick. Such file shall not be protected by a password and shall be in an unlocked format containing, *inter alia*, a user guide and data book setting out the assumptions of the Financial Model.

2.6.10 **SCORING CRITERIA – TECHNICAL EVALUATION OF BID**

- 2.6.10.1 The TFEC shall carry out its evaluation, applying the evaluation criteria and point system specified in this RFP. Each responsive Technical Bid shall be attributed to a score out of a total of 100 points.
- 2.6.10.2 After complete evaluation of the Technical Bids, the Financial Bids of the Bidders, who have been qualified technically, shall be evaluated. This qualification shall be based on the Bidder achieving a technical score, equal or higher than **70**.
- 2.6.10.3 The TFEC will select that Bidder as the Preferred Bidder, who has the lowest Bid Price in accordance with the terms of the RFP, provided that such Bidder has technically qualified and that the Bid of such Bidder is a Compliant Bid.



- 2.6.10.4 The Bid must be submitted at the place and by the deadline specified in this RFP.
- 2.6.10.5 The Commitment Form, with no amendments or changes thereto, must be signed by the Bidders and its Members as part of the Bid.
- 2.6.10.6 Duly passed resolutions giving the representative of the Bidder (and each of its Members, in case of a Consortium) signing authority must accompany the Bid. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Bidder shall be provided.
- 2.6.10.7 The declaration, in form and substance attached hereto as **ANNEXURE G**, with no amendments or changes thereto, must be signed by the Bidders and their Members and submitted as part of the Bid.
- 2.6.10.8 The Non-Disclosure Agreement, identical in form and substance attached hereto as **ANNEXURE H**, with no amendments or changes thereto, must be signed by the Bidders and its members and submitted as part of the Bid.
- 2.6.10.9 Further, the Integrity Pact, identical in form and content to the one found in **ANNEXURE I**, with no amendments or changes thereto, must be signed by the Bidder and submitted as part of the Bid.
- 2.6.10.10 The Bidder must provide the Bid Security described in the RFP. The Bid Security submitted as part of the Bid shall be in the form of a bank guarantee or a standby letter of credit and must be written in English, and in case of a bank guarantee, the same shall be fully compliant with the form and substance attached hereto as **ANNEXURE D**.
- 2.6.10.11 Any other errors or omissions in a Bid will not result in its automatic rejection. The TFEC reserves the right to ask Bidders to correct any errors or omissions in their Bid, to the TFEC's satisfaction, within the time limits specified in the request. However, under no circumstances can Bidders amend the Financial Bid as a result of clarifying or rectifying their Bid.
- 2.6.10.12 The Bid of only those Bidders shall be considered who meet the Basic Eligibility Criteria set forth in **ANNEXURE A** of the RFP.
- 2.6.10.13 The TFEC shall attribute a technical score to responsive Technical Bids.
- 2.6.10.14 Technical Bids scoring less than seventy (70) points shall be rejected. The Bids technical score shall be calculated as follows:

Serial No.	Criteria	Weightage/ Marks
A.	Financial Capability	50
B.	Construction Capability	50
	Total	100



For technical qualification, a Bidder must score seventy (70) or more marks and must score at least fifty percent (50%) in each of the categories listed above.

The detailed evaluation criteria is set out in **ANNEXURE B** below.

COMMERCIAL COMPLIANCE

- a. The Bid must contain a detailed description of the Bidder, as specified in Section 3.1 (*Information Concerning the Bidders*).
- b. The Preferred Bidder must be an incorporated body or another type of legal entity.

FINANCIAL EVALUATION:

The TFEC will select such Bidder as the Preferred Bidder, who has the lowest Bid Price in accordance with the requirements of the RFP.

2.7 OTHER CONSIDERATIONS

- 2.7.1 The Bids must not be qualified, in any way whatsoever, apart from as allowed under the RFP and must be submitted strictly in accordance with this RFP.
- 2.7.2 All Bids and other supporting documents shall be typed in the English language and state all monetary amounts in Pakistan Rupees (PKR), provided that the dollar or other currency may be quoted alongside the Pakistan Rupees (the rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids specified in the bidding documents, as notified by the State Bank of Pakistan).
- 2.7.3 The Bids must be signed by the authorized signatory of each of the Bidders and where applicable, each Consortium member, signing under a power of attorney, substantially in the form specified in **ANNEXURE E**, a copy of which is to be provided with the Bids.
- 2.7.4 The Bid submitted in response to the RFP must also accompany a board resolution or an authority letter, authorising the person(s) signing the Bid documents on behalf of the Bidder. In case the Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative on behalf of the Bidder to sign the Bid documents shall be provided.

2.8 CLARIFICATION OF BIDS

- 2.8.1 The TFEC may, at its discretion, during the evaluation after the Bid Submission Date, invite a Bidder to provide a presentation and / or clarification of its Bid, either in writing or by meeting directly with the TFEC. The TFEC is not required to invite any such presentation and / or clarification, or to have a meeting with any Bidder, and the TFEC may, at its discretion, invite such presentations or clarifications from only one or some of the Bidders. The TFEC may consider such presentations and clarifications in the evaluation of a Bid.



2.8.2 Except upon invitation and request from the TFEC, no additional information may be submitted after the Bid Submission Date. The TFEC will have no obligation to request a Bidder to provide missing or deficient information.

2.8.3 Any Bids submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.8 (*Clarification of Bids*) and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.

2.9 SELECTION OF PREFERRED BIDDER

2.9.1 The TFEC will make the selection of the Preferred Bidder in accordance with the terms of this RFP and the contact person nominated by the GoS will advise all Bidders in writing of the TFEC's decision.

2.9.2 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.9 (*Selection of Preferred Bidder*) and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the aforesaid terms.

2.10 RIGHT TO NEGOTIATE

2.10.1 Subject to the requirement of the Applicable Laws, SPPRA Rules and the PPP Act, after selection of the Preferred Bidder, the GoS reserves the right to negotiate changes to the Bid or to any of the terms of the Draft Concession Agreement, provided however, the Preferred Bidder will not be entitled to initiate changes to its Bid, or to the Draft Concession Agreement.

2.10.2 Any Bids submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.10 (*Right to Negotiate*), and the terms of the RFP and, therefore, the submission of Bid in response to this RFP would be deemed as an acceptance to the aforesaid terms.

2.10.3 In the event there is a discrepancy between the RFP and the Draft Concession Agreement, the RFP shall prevail.



3. STANDARD BID FORMS

3.1 INFORMATION CONCERNING THE BIDDER

3.1.1 DESCRIPTION OF THE BIDDER

Each Bidder must provide the following information:

- a. A detailed description of the Bidder, including:
 - Legal name;
 - Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address;
 - Incorporation details, including corporate charter, articles of incorporation, and proof of legal authorization to operate in Pakistan. If the Bidder is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.
- b. In case of a Consortium, the members of the Consortium shall enter into a binding Joint Bidding Agreement for the purpose of submitting the Bid. The Joint Bidding Agreement to be submitted along with the Bid, shall, *inter alia*:
 - convey the intent to form an SPV (with shareholding / ownership equity commitment(s) in the SPV in accordance with this RFP) which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Draft Concession Agreement, in case the Concession to undertake the Malir Expressway Project is awarded to the Consortium;
 - clearly outline the proposed roles and responsibilities, if any, of each member (including each Member);
 - commit the minimum equity stake to be held by each Member;
 - commit that all of the Members (whose experience will be evaluated for the purposes of this RFP) shall subscribe to a cumulative of one hundred percent (100%) of the paid-up Class A Equity of the Concessionaire and subscribe to the Class A Equity in the Concessionaire. Further, it shall also commit that the members of the Consortium shall neither undertake nor shall they permit (A) a change in the Consortium, by addition/withdrawal of a consortium member or change in percentage shareholding of any consortium member, except as may be permitted under the Draft Concession Agreement; (B) any Change in Ownership And / Or Control except as permitted under the Draft Concession Agreement. Further, it shall also commit that no member of the Consortium shall, express with the prior written consent of the GoS, sell, transfer, convey or otherwise dispose its



direct and / or indirect, legal and / or beneficial ownership in the Class A Equity (or any part thereof);

- provide for the members of the Consortium to undertake that they shall collectively submit / include a statement to the effect that all members of the Consortium shall be liable, jointly and severally, for all obligations of the Concessionaire in relation to the Malir Expressway Project until the expiry of the Defects Liability Period; and
 - except as provided under this RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the GoS.
- c. In case of a single Bidder (not being a Consortium), it must provide with an undertaking that it shall be liable for all obligations of the Concessionaire in relation to the Malir Expressway Project until the expiry of the Defects Liability Period. Further, in case of a single Bidder, the Bidder shall neither undertake nor shall it permit any Change in Ownership And / Or Control. Further, in case of a single Bidder (not a Consortium), the Bidder shall not, except with the prior written consent of the GoS, sell, transfer, convey or otherwise dispose its direct and / or indirect, legal and / or beneficial ownership in the Class A Equity (or any part thereof).
- d. Annual audited financial statements for the past five (5) years. These financial statements must be provided for each Member and Participant of the Bidder, or for their parent company, if the latter is acting as the Member or Participant's guarantor.
- e. Complete profile of the Bidder, including all the previous transactions it has undertaken in the similar field, particularly highlighting all such projects involving and / or undertaken for the GoS by the Bidder in any manner whatsoever.

3.1.2 ROLES OF MEMBERS AND PARTICIPANTS

Each Bidder must describe in detail the individual roles of their Members and Participants, as well as the nature of their planned legal relationships between them. They must also produce a complete corporate organizational chart depicting interrelationships.

3.1.3 ROLE OF KEY INDIVIDUALS

The Bidder must describe in detail the roles of Key Individuals by drawing up one or more organizational charts for the various stages (design, construction, operation, *etc.*), indicating each person's function and relationships during these stages, including the roles of Key Individuals.

3.1.4 INTELLECTUAL PROPERTY RIGHTS

The Bidder must provide a list of intellectual property rights together with the assignments and transfers and the licenses of intellectual property rights for all concepts,



ideas and property developed or incorporated, in any manner, in the Bid, including copyright, inventions and other intellectual property rights and in respect of which it is or is not the owner of the intellectual property rights.

3.1.5 SUPPORTING INFORMATION & DOCUMENTATION

Each Bidder may submit any other supporting information or documentation that may assist the TFEC in the evaluation process and the same may be annexed to the Bid.

3.2 BID SECURITY

3.2.1 A Bid submitted in response to this RFP, submitted by each Bidder must be accompanied by a Bid Security, which shall remain valid for a period of twenty-eight (28) days beyond the Bid Validity Period.

3.2.2 The Bid Security submitted by the unsuccessful Bidders shall be returned to the unsuccessful Bidders upon signing of the Draft Concession Agreement or upon the expiry of the validity period of the Bid Security.

3.2.3 Any Bid not accompanied by the required Bid Security, or accompanied by a Bid Security in any amount less than that required or other than in the form of a bank guarantee or a standby letter of credit or from a commercial bank not acceptable to the GoS or from a commercial bank that does not have a minimum credit rating of at least 'A' as rated by JCR VIS or an equivalent rating by PACRA or in the form as required by the RFP shall be, in each case, rejected by the GoS as non-responsive. It is further clarified that **no** Bid Security in the form of insurance guarantee shall be entertained.

3.2.4 The Bid Security / Construction Performance Security (as applicable) may be encashed by the GoS in the following circumstances:

- a. In the case of a successful Bidder, if it fails within the specified times to:
 - comply with the instructions laid down in the Letter of Intent within the time period stipulated therein;
 - furnish the necessary Construction Performance Security when required;
 - sign the Concession Agreement;
 - achieve all the conditions precedents agreed in the signed Draft Concession Agreement including but not limited to achieving Financial Close and the detailed design of the Malir Expressway Project.
- b. In the case of a successful Bidder, in accordance with the Concession Agreement;
- c. In case the Bid Security expires prior to the date falling twenty-eight (28) days beyond the Bid Validity Period;



- d. In case of an occurrence of a Concessionaire's event of default in terms of the Concession Agreement; and / or
- e. In case of default as expressed above.

3.3 INFORMATION CONCERNING THE DEVELOPMENT OF THE TECHNICAL BID

- 3.3.1 Bids submitted by a Bidder must contain all of the items specified in this RFP (including Section 3.6 (*List of Standard Bid Technical Forms*)) and must adhere to the format described herein. In addition, Bidders must ensure that their Technical Bid is consistent with their Financial Bid.
- 3.3.2 The Technical Bid will provide the GoS with the means for assessing the Bidder's ability to comply with the Technical Specifications issued in this RFP.

3.4 INFORMATION CONCERNING THE DEVELOPMENT OF THE FINANCIAL BID

- 3.4.1 The Financial Bid must be prepared in the format provided in Section 3.5 (*Format of Financial Bid*) and shall contain a financing plan and a Financial Model that meets all the requirements stated in Form J-12 (*Financial Bid Form*).
- 3.4.2 The Bidders shall provide the financing plan that gives a detailed description of the planned financial structure for the purpose of the Malir Expressway Project, including a breakdown of the investments by the various types of instruments (e.g. Class A Equity, Class B Equity, Commercial Loans, etc.) and their terms and conditions, in accordance with Section 4.3.1.
- 3.4.3 This information must be provided on a term sheet for each Financing Instrument that is used for the Initial Financing. This term sheet shall be submitted by the Concessionaire to the GoS and the Independent Auditor prior to the Financial Close, in terms of the Draft Concession Agreement.
- 3.4.4 In case the Bidder plans refinancing or is desirous of obtaining additional financing during the term of the Concession, after the Financial Close, the Bidder must submit the same information for the Financing Instruments contemplated for such refinancing and / or additional financing as for those for the Initial Financing, provided further, in case the Concessionaire is able to obtain refinancing at the rates and terms better than the Initial Financing, the savings as a result of the same shall be shared with the GoS. For such refinancing and / or additional financing, the terms, conditions and, as applicable, the requisite consents and the no-objection certificates as laid down in the Draft Concession Agreement shall be applicable. However, the GoS understands that the refinancing information, if applicable, constitutes assumptions that are subject to change.
- 3.4.5 Notwithstanding anything contained in this RFP, any refinancing and / or additional financing by the Bidder during the Concession Period shall require a written approval of the GoS and the Independent Auditor and such refinancing / additional financing shall not increase any risk and / or liability for the GoS. The Bidder and the GoS shall mitigate any risk involved pursuant to such refinancing.



3.5 FORMAT OF FINANCIAL BID

- 3.5.1 The Financial Bid shall be provided in accordance with the format attached as Form J-12 (*Financial Bid Form*) on the Bid Submission Date.
- 3.5.2 Under no circumstances shall the GoS consider / accept a conditional Bid.
- 3.5.3 The Financial Bid shall also include a fully functional, non-restricted, dynamically linked Financial Model in excel spreadsheet form on a USB in accordance with requirements of this RFP.

3.6 LIST OF STANDARD BID TECHNICAL FORMS

The standard forms for the Technical Bid are provided in Annexure J.

FORM – J1	Basic Information Form
FORM – J2	Historical Non-Performance, Black Listing and Pending Litigation
FORM – J3	Financial Situation
FORM – J4	Current Contract Commitments / Works in Progress
FORM – J5	Details of Contracts of Similar Nature and Complexity completed over last 20 years
FORM – J6	List of Key personnel
FORM – J7	CVs of proposed experts
FORM – J8	Plant & Equipment
FORM – J9	Not Used
FORM – J10	Detailed Plan for Achieving Financial Close.
FORM – J11	Basic Information Form – EPC Contractor.
Form – J12	Financial Bid Form

Any additional information that may be necessary for the Bid.



4. TERMS OF REFERENCE

4.1 PROJECT TERM AND PARTIES

4.1.1 PARTIES

The Draft Concession Agreement establishes the rights and obligations of both the GoS and the Concessionaire. It will be signed between the GoS and the Concessionaire at the conclusion of the Competitive Selection Process.

4.1.2 TERM

The term of the Draft Concession Agreement will, unless specified otherwise in the Draft Concession Agreement, commence from the Commencement Date and will continue until the Transfer Date (as defined in the Draft Concession Agreement). The GoS expects the term to include approximately thirty (30) months of design and construction and a twenty-five (25) year operating period with the Scheduled Substantial Completion Date falling thirty (30) months following the Commencement Date.

4.2 OWNERSHIP

The Private Partner shall enjoy the right-of-way and the structures designed and built by it for the Concession Period. The Private Partner shall further enjoy the intellectual property rights to the systems required for traffic maintenance, as described and contemplated by the Draft Concession Agreement. Following the Termination Date, ownership of the Malir Expressway Project related assets will be transferred to GoS in accordance with the Draft Concession Agreement.

4.3 PROJECT SCOPE

The Scope of the Work of the Concessionaire is set out in **ANNEXURE L**.

The map of the proposed location plan is set out in **ANNEXURE M**.

4.3.1 FINANCING

- a. The Preferred Bidder shall be responsible for developing and implementing the financing structure for the Malir Expressway Project including the financing and commercial arrangements for the design, construction, operations and maintenance work in accordance with the requirements of this RFP.
- b. The enterprise or the Consortium that, further to this RFP and the Competitive Selection Process, is declared the Preferred Bidder and is issued the LOI, shall incorporate the SPV for the purposes of being the Concessionaire, which will implement the Malir Expressway Project. Such enterprise or the Consortium, as proposed in the Bid shall maintain its shareholding in the Concessionaire in accordance with the requirements of the Draft Concession Agreement which shall be in accordance with the Bid.



- c. The Malir Expressway Project shall be financed through a combination of Class A Equity, Class B Equity and Commercial Loan. The proportion of Class A Equity should not be less than fifty one percent (51%) of the total Equity. The GoS Class B Equity shall be capped at PKR 10,000,000,000/- (Pakistani Rupees Ten Billion only).
- d. The Malir Expressway Project is structured on a revenue model and the Concessionaire shall be entitled to levy and collect Revenues (including toll revenues) from the commuters of the Project Expressway in accordance with the Draft Concession Agreement.

4.3.2 HAND-OVER OF THE STRUCTURE

- a. The Concessionaire will be responsible for handing over the structures to the GoS in a good working condition, as determined by the Independent Engineer, at the end of the Concession Period, as specified in the Draft Concession Agreement without any further compensation, except as contemplated in the Draft Concession Agreement, to the Concessionaire at the time of such transfer. These structures are subject to an inspection and correction process in order to ensure that they are handed over in accordance with the terms and conditions set out in the Draft Concession Agreement.

4.4 ALLOCATION OF RISKS AND RESPONSIBILITIES

- 4.4.1 All risks and obligations of the GoS and the Private Partner shall be in accordance with the Draft Concession Agreement and the Bidders shall be deemed to have full and complete understanding of the risks relating to the Malir Expressway Project and their allocation, as set out in the Draft Concession Agreement.

4.5 COMPENSATION OF PRIVATE PARTNER

- 4.5.1 The Malir Expressway Project is structured on a revenue model and the Concessionaire shall be entitled to levy and collect toll and weigh bridge revenues (in accordance with the Toll Notification Structure) from the commuters of the Malir Expressway Project as per the Draft Concession Agreement.
- 4.5.2 The rights and obligations related to other revenue streams including the allocation thereof shall be finalized between the GoS and the Concessionaire in a separate development rights agreement in accordance with Article 29 of the Draft Concession Agreement.
- 4.5.3 The collection of tolls shall start from the Segment Substantial Completion Date. Following the Segment Substantial Completion Date, the entire toll revenues collected from the Segment Substantial Completion Date up till Substantial Completion Date shall be utilized for the construction expenditures which shall result in reduction in the Total Project Cost. Bidders shall include operation costs from the first Segment Completion Date up till Substantial Completion Date as part of the Financial Bid.
- 4.5.4 Following the Commercial Operations Date, the Revenue collected will be allocated to the Concessionaire up to the amount of one hundred and twenty percent (120%) of the



Benchmark Revenue, and the excess amount beyond one hundred and twenty percent (120%) of the Benchmark Revenue shall be shared between the GoS and the Concessionaire on a 75:25 basis, where seventy five percent (75%) of the excess Revenues shall be allocated to the GoS and twenty five percent (25%) of the excess Revenues shall be allocated to the Concessionaire.

- 4.5.5 Provided further that if during the first ten (10) years following Commercial Operations Date, if the MRG Amount for the relevant operating year quoted by the Bidder is higher than the Benchmark Revenue for that particular operating year than the excess amount beyond the MRG Amount for the relevant operating year will be shared between the GoS and Concessionaire on a 75:25 basis.

4.6 MINIMUM REVENUE GUARANTEE AMOUNT AND GOVERNMENT SUPPORT

- 4.6.1 In order to enhance the financial viability of the Malir Expressway Project, the GoS is willing to offer the following supports:

1) Government Support:

The GoS shall provide upfront GoS support as Class B Equity up to maximum of PKR 10,000,000,000/- (Pakistani Rupees Ten Billion only). This is anticipated to reduce the financing requirements for the Concessionaire and improve bankability. For abundant clarity, it should be noted that GoS Equity Contribution shall not change as a result of increase / decrease in the Total Project Cost on account of factors such as cost overruns, KIBOR fluctuations, etc.

2) Minimum Revenue Guarantee:

In order to reduce the demand risk of the Malir Expressway Project, the GoS has agreed to guarantee the MRG Amount up to a maximum of: (a) debt servicing; (b) O&M costs; and (c) taxes, in accordance with the Financial Model. However, the debt servicing/financing costs will be actualised based on the prevailing KIBOR rates and O&M costs will be actualized based on the prevailing CPI rates at the time of payment. For the purposes of consistency, the Bidders shall assume the KIBOR at fourteen (14) percent and O&M cost's escalation rate at ten (10) percent. It is pertinent to mention that the GoS will fund the MRG Amount after setting off the actual Revenue collected by the Concessionaire during the operational phase of the Concession Period.

The MRG Amount will be available for a maximum period of ten (10) years or till the end of Debt Repayment Date, whichever is earlier.

The Bidders are instructed to distinctly provide, under a separate head, the required MRG Amount in the Financial Model which shall constitute the debt servicing, operations and maintenance cost and taxes as applicable. In addition to that the variations/difference in yearly MRG amount between any two years must not be more than 10%.



Bidders are required to quote operations and maintenance cost, as part of the MRG Amount, for the period starting from Construction Performance Security Expiry Date (i.e. starting from and including 3rd Operational Year) till the Debt Repayment Date.

For abundant clarity, it should be noted that for the purpose of financial evaluation, higher of the following would be considered:

- a) Total debt servicing as per the Financial Model; or
- b) MRG Amount related to debt servicing.

It is further clarified that minimum debt tenor should not be less than 8 years, starting from the Substantial Completion Date.

Furthermore, for the purpose of calculating the MRG Amount, the Revenues from Segment Substantial Completion Date up till Substantial Completion Date should be considered nil.

For the purpose of financial evaluation, the treatment of taxes will be kept uniform for all Bidders.

In order to securitize the MRG payments, the GoS shall provide a guarantee in a form and substance acceptable to the Lenders (excluding any sovereign guarantees) for an amount equivalent to the maximum of fifty percent (50%) of the principal amount of Commercial Loan as set out in the Financial Model submitted with the Bid.

3) MRG Funding Mechanism:

Each of the annual MRG payment will be prefunded by the GoS in the MRG account and the first year MRG payment will be funded six (6) months prior to the Substantial Completion Date. Further the GoS may, in its discretion, decide to utilise the interest accrued on the Class B Equity account to fund the first MRG payment.

4.7 SPECIFIC TAXATION FRAMEWORK FOR THE CONCESSION

- 4.7.1 The Concessionaire shall be liable to pay federal, provincial and local taxes, duties, levies and other charges as they exist on the day of the submission of the Financial Bid.
- 4.7.2 By submitting the Bid, the Bidder acknowledges the acceptance of all tax related obligations. For the sake of clarity, the Concessionaire shall be required to pay all the taxes, duties, levies, stamp duties, rents, and other charges payable to any local government, provincial or federal government (as applicable).

4.8 ENVIRONMENTAL MATTERS

- 4.8.1 The GoS is committed to respecting the environment on all of its projects. The Concessionaire will be required to ensure that the Works are carried out in accordance with all Applicable Standards.



4.9 ENVIRONMENTAL REQUIREMENTS AND PROCEDURES

- 4.9.1 The Private Partner shall be responsible to carry out a detailed Environment Impact Assessment - EIA Study and obtain the required approvals from Sindh Environmental Protection Agency. The Private Partner shall follow the recommendations thereof in the best interest of the environment and safety of the local residents, Users, fauna and flora of the area.

4.10 LAND ACQUISITION

- 4.10.1 The GoS shall deliver Vacant Possession of the Project Site to the Private Partner in accordance with the Draft Concession Agreement. The Concessionaire shall be required to identify the exact location and length of the land required for the Malir Expressway Project following detailed design, setting out on ground the approved centreline and right of way, in each case, in accordance with the requirements of the Draft Concession Agreement.

4.11 RELOCATION OF UTILITIES

- 4.11.1 The Bidder shall be required to identify any utilities in the right of way and provide the re-location plan to the GoS in accordance with the requirements of the Draft Concession Agreement. The GoS shall be required to relocate any such utilities according to the relocation plan.

4.12 MAJOR MAINTENANCE

- 4.12.1 The Concessionaire shall be required to undertake the first major maintenance and the second major maintenance in accordance with the requirements set out in the Draft Concession Agreement.

4.13 PERMISSION OF USING MALIR RIVERBED

- 4.13.1 The Concessionaire shall be allowed to use the Specific Malir Construction Material from the Malir riverbed for the purposes of construction of the Malir Expressway Project only. In the event the Specific Malir Construction Material Utilization Decision is neither procured nor effective on or prior to the Commencement Date or in the event of any additional conditions imposed by the Specific Judicial Forum in the Specific Malir Construction Material Utilization Decision, the GoS shall be liable to pay the Concessionaire the Lead Cost, as determined by the Independent Engineer.

4.14 ADVERTISING RIGHTS

- 4.14.1 The Concessionaire shall have a right to propose, from time to time, a plan for various advertising activities to be implemented on the Concession Assets subject to prior approval from the Independent Engineer (on aspects related to the operation of the Project) and the GoS.
- 4.14.2 The Concessionaire shall be entitled to a management fee which shall not exceed twenty percent (20%) of the Advertising Proceeds. However, if the advertising rights and



management proposal emanates from the GoS then the Concessionaire will not be entitled to a management fee.

4.15 COMMERCIAL RIGHTS

- 4.15.1 The Concessionaire shall, at any time prior to the expiration of the Concession Period, have a right to propose, from time to time, to establish Additional Facilities along the Project Site with prior approval of the Independent Engineer and provision of a prior notice to the GoS, in accordance with the Draft Concession Agreement and the development rights agreement (if any).

4.16 PRICE ESCALATION & DE-ESCALATION

- 4.16.1 In the event the Actual Cost of Escalable Items (in aggregate) exceeds the Escalation Cost, the GoS shall bear and fund such portion of the Escalation Cost (as duly verified by the Independent Engineer and the Independent Auditor), provided that such Escalation Cost is duly verified by the Independent Engineer and the Independent Auditor, in accordance with the Draft Concession Agreement.
- 4.16.2 In the event the Actual Cost of Escalable Items is less than the De-escalation Amount (as duly verified by the Independent Engineer and the Independent Auditor), the GoS Equity Contribution shall be reduced by the De-escalation Amount, in accordance with the Draft Concession Agreement.
- 4.16.3 The Bidders shall disclose the Escalable Cost of each Escalable Item in its Financial Model submitted with the Financial Bid and such cost shall be locked at the price twenty-eight (28) days prior to the Bid Submission Date.

4.17 KEY PERFORMANCE INDICATORS (KPIs)

- 4.17.1 The KPIs related to the operations, maintenance and availability of the Project will be incorporated in the O&M Manual to be prepared by the Concessionaire. Corresponding penalties / liquidated damages amount as applicable which will cascade based on instances of non-compliance including potential EOD scenarios will be included in the O&M Manual. List of major KPIs and corresponding penalties / liquidated damages amount will be shared with Bidders during the Pre-Bid Meeting and will form part of the bidding documents.



ANNEXURES



ANNEXURE A – BASIC ELIGIBILITY CRITERIA

BASIC ELIGIBILITY CRITERIA FOR BIDDERS:

A Bid received from a Bidder, shall only be considered if all the following three (3) components of the Basic Eligibility Criteria are satisfied:

ELIGIBILITY CRITERIA FOR BIDDERS AND THE EPC CONTRACTOR:

➤ **REGISTRATION WITH TAX AUTHORITIES**

The Bidder, in case of a Consortium all members of the Consortium and the EPC Contractor, must possess valid registration certificate from income tax authority (i.e., the NTN certificate) and relevant sales tax authority, if applicable.

(Valid NTN certificate and tax returns filed for last three years to be attached and relevant sales tax certificate, if applicable.)

(Foreign entities if participating in the Bidding Process should submit tax certificate of their country duly attested by Pakistani Consulate / Pakistan High Commission of their country).

➤ **AFFIDAVIT FOR GOVERNMENT OWNED LEGAL ENTITIES**

In case if the Bidder, or any member of the Consortium or its EPC Contractor is a government owned legal enterprise or institution, such Bidder, any member of its Consortium or its EPC Contractor (as applicable) must establish that it is legally and financially autonomous and operating under commercial law.

(Bidders, or any member of the Consortium, or its EPC Contractor, who are government owned legal enterprise or institution shall submit an Affidavit confirming that they are legally and financially autonomous and operating under commercial law).

Relevant Form: **ANNEXURE K**

➤ **NO CONFLICT OF INTEREST**

The Bidder, and any member of the Consortium, and its EPC Contractor, shall not have any Conflict of Interest.

Conflict of Interest means:

- where the Bidder and any member of the Consortium, and its EPC Contractor, provides, or could provide, or could be perceived as providing biased professional advice to the GoS to obtain an undue benefit for himself or those affiliated with him;
- receiving or giving any remuneration directly or indirectly in connection with the Malir Expressway Project except as provided in the Bidding Documents;



- any engagement in consulting or other procurement activities of a Bidder, and any member of the Consortium, and its EPC Contractor, that conflicts with his role or relationship with the GoS under the Malir Expressway Project;
- where an official of the GoS engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner.

(Bidders (in case of a consortium, the Lead Member, on behalf of each member, and its EPC Contractor) shall submit an Affidavit for non-conflict)

Relevant Form: **ANNEXURE K**

➤ **NON- BLACKLISTING**

The Bidder, and any member of the Consortium, and its EPC Contractor, shall not be blacklisted.

Blacklisting means barring a Bidder, and any member of the Consortium, and its EPC Contractor, from participating in any future procurement proceedings by the GoS or any governmental entity.

(Bidders (in case of a consortium, the Lead Member, on behalf of each member) and its EPC Contractor shall submit an Affidavit for non-blacklisting)

Relevant Form: **ANNEXURE J2** or **ANNEXURE K**

➤ **LITIGATION HISTORY**

All pending litigation against the Bidder and any member of the Consortium, and its EPC Contractor shall in total not represent more than fifty percent (50%) of the respective net worth, nor shall there be any litigation that prevents or materially impedes the Bidder and any member of the Consortium, and its EPC Contractor from its obligations in respect of the Project Expressway and the terms of the Draft Concession Agreement.

(The Bidders (in case of Consortium, all members of the Consortium) and its EPC Contractor shall provide details of the litigation or the Bidder (in case of Consortium, the Lead Member of the Consortium) and its EPC Contractor shall submit an Affidavit in case of no litigation on PKR 100/- (Pakistani Rupees One Hundred only) stamp paper attested by Notary Public. Foreign Bidders' Affidavit should be attested by Pakistani Consulate / Pakistan High Commission of their country).

Relevant Form: **ANNEXURE J2** or **ANNEXURE K**

➤ **FAILURE TO SIGN CONTRACTS**

The Bidder or its EPC Contractor shall not be under execution of a bid securing declaration for last five (5) years.



(The Bidders (including members of a Consortium) and its EPC Contractor shall provide details of such failure to sign contracts or the Bidder (in case of Consortium, the Lead Member of the Consortium) and its EPC Contractor shall submit an Affidavit in case if not applicable on PKR 100/- (Pakistani Rupees One Hundred only) stamp paper attested by Notary Public. Foreign Bidders' Affidavit should be attested by Pakistani Consulate / Pakistan High Commission of their country).

Relevant Form: **ANNEXURE J2** or **ANNEXURE K**

ELIGIBILITY CRITERIA FOR BIDDERS (SOLELY)

➤ **FINANCIAL SITUATION / HISTORICAL FINANCIAL PERFORMANCE**

• ***Net Worth***

Net Worth of the Bidder shall be PKR 6,000,000,000/- (Pakistani Rupees Six Billion only) (excluding any surplus on revaluation) as presented in the most recent financial statements / wealth statement.

(the Bidders shall submit Audited Financial Statements and / or wealth statement to demonstrate their capability for this criteria).

In case of a Bidder who is a Consortium, only such members of the Consortium that are proposed to be shareholders as per the Joint Bidding Agreement shall be considered for this criterion, and in the evaluation of the same they must collectively meet the criterion.

• ***Average Annual Turnover or Liquid Investments***

The Bidder shall have an average annual turnover of PKR 6,000,000,000/- (Pakistani Rupees Six Billion only) for last three (3) years.

Or

The Bidder shall have liquid investments in the form of Short-term investment / marketable securities / cash or cash equivalents amounting to PKR 4,000,000,000/- (Pakistani Rupees Four Billion only).

(the Bidders shall submit Audited Balance Sheet)

In case of a Bidder who is a Consortium, only such members of the Consortium that are proposed to be shareholders as per the Joint Bidding Agreement shall be considered for this criterion, and in the evaluation of the same they must collectively meet the criterion.



ELIGIBILITY CRITERIA FOR EPC CONTRACTOR (SOLELY)

➤ **REGISTRATION WITH PAKISTAN ENGINEERING COUNCIL (PEC)**

• ***For construction:***

The EPC Contractor must possess valid PEC registration certificate in category 'CA' and in discipline CE01 & CE02.

In case there is more than one EPC Contractor, all EPC Contractors must meet the criterion.

(Copy of Valid PEC registration certificates to be attached)

(Foreign entities if participating in the bidding process should strictly follow the rules stipulated in PEC bye laws for participation)

➤ ***General Construction Experience***

For Construction:

For Single Entity / EPC Contractor:

Firms / Contractors have been in business of construction for at least for ten (10) years. (Attach Constitutional Documents including Memorandum and Articles of Association, Certificate of Incorporation or other documents of constitution, documents of registration of the legal entity, *etc.*)

In case there is more than one (1) EPC Contractor, all EPC Contractors must meet the criterion.

For other members of JV:

Firms / Contractor have been in business of construction for at least for five (5) years. (Attach Constitutional Documents including Memorandum and Articles of Association, Certificate of Incorporation or other documents of constitution, documents of registration of the legal entity, *etc.*)

In case there is more than one (1) EPC Contractor, all EPC Contractors must meet the criterion.

➤ ***Specific Work Experience***

For Construction:

Similar work with cost and complexity three (3) similar projects i.e., Highways / Motorways including interchanges and flyovers of at least 30km length, completed in the



past fifteen (15) years (submission of commencement letter and completion certificates are mandatory).

In case there is more than one (1) EPC Contractor, all EPC Contractors must meet the criterion.

➤ **Quality Policy**

The EPC Contractor shall submit copy of their quality policy.

In case there is more than one (1) EPC Contractor, all EPC Contractors must meet the criterion.

➤ **Health & Safety Policy**

The EPC Contractor shall submit copy of their health and safety policy.

In case there is more than one (1) EPC Contractor, all EPC Contractors must meet the criterion.

• **Net Worth**

Net Worth of the EPC Contractor shall be PKR 2,000,000,000/- (Pakistani Rupees Two Billion only) (excluding any surplus on revaluation) as presented in the most recent financial statements / wealth statement.

In case there is more than one (1) EPC Contractor, all EPC Contractors, **collectively**, must meet the criterion and at least one EPC Contractor should have Average Annual Construction Turnover of PKR 1,000,000,000/- (Pakistani Rupees One Billion only).

(the EPC Contractor shall submit Audited Financial Statements and / or wealth statement to demonstrate their capability for this criteria).

• **Average Annual Construction Turnover**

The EPC Contractor shall have an average annual construction turnover of PKR 5,000,000,000/- (Pakistani Rupees Five Billion only) for last three (3) years.

In case there is more than one (1) EPC Contractor, all EPC Contractors, **collectively**, must meet the criterion and at least one EPC Contractor should have Average Annual Construction Turnover of PKR 2,500,000,000/- (Pakistani Rupees Two Billion Five Hundred Million only).

(the EPC Contractor(s) shall submit Audited Balance Sheet).



ANNEXURE B - TECHNICAL EVALUATION CRITERIA

In order to be technically qualified, the Bidder must:

- (a) score at least fifty percent (50%) in each of the categories listed above in Section 2.6.10.14;
- (b) achieve an overall score of not less than seventy percent (70%); and
- (c) have satisfied the Basic Eligibility Criteria.

The financial bids shall only be opened of the Bidders who have technically qualified in such terms.

The following information shall be presented in an orderly manner and no extra / additional information is required so as to facilitate efficient evaluation:-

A) Financial Capability	MAX. POINTS 50
<p>A-1) Average Annual Turnover for last 03 years</p> <p>PKR 6,000,000,000/- (Pakistani Rupees Six Billion only) Max. Points 3</p> <p>One (1) marks for each increment of PKR 1,500,000,000/- (Pakistani Rupees One Billion Five Hundred Thousand only).</p> <p>or</p> <p>Availability of liquid investments in the form of Short-term investment / marketable securities / cash or cash equivalents</p> <p>PKR 4,000,000,000/- (Pakistani Rupees Four Billion only) Max. Points 3</p> <p>One (1) marks for each increment of PKR 1,000,000,000/- (Pakistani Rupees One Billion only).</p> <p>In case of a Bidder who is a Consortium, only such members of the Consortium that are proposed to be shareholders as per the Joint Bidding Agreement shall be considered for this criterion, and in the evaluation of the same they must collectively meet the criterion.</p>	Max. Points. 10
<p>A -2) Net worth</p> <p>PKR 6,000,000,000/- (Pakistani Rupees Six Billion only) (excluding any surplus on revaluation) as presented in the most recent financial statements / wealth statement Max Points 5</p>	Max. Points. 20



<p>One (1) marks for each increment of PKR 1,000,000,000/- (Pakistani Rupees One Billion only).</p> <p>In case of a Bidder who is a Consortium, only such members of the Consortium that are proposed to be shareholders as per the Joint Bidding Agreement shall be considered for this criterion, and in the evaluation of the same they must collectively meet the criterion.</p>	
<p>A – 3) Leverage ratio indicated by Debt Equity Ratio (D/D+E) (as per the latest audited financial statements)</p>	<p>Max. Points 10</p>
<p>0 Points, if ratio is at or above 85%</p> <p>2 Points, if ratio is between 84.99% - 70%;</p> <p>4 points, if ratio is between 69.99% –50%</p> <p>6 points, if ratio is between 49.99% – 30%</p> <p>8 points, if ratio is between 29.99% – 10%</p> <p>10 points, if ratio is at or below 9.99%</p> <p><i>Only the commercial loans will be considered as debt in computing the Leverage ratio.</i></p> <p>In case of a Bidder who is a Consortium, only such members of the Consortium that are proposed to be shareholders as per the Joint Bidding Agreement shall be considered for this criterion and the weighted average ratio of such members shall be used for evaluation purposes.</p>	
<p>A – 4) Work Methodology for achieving financial close for the project</p> <p>Prospective bidders are encouraged to propose debt securitization structures which are expected to reduce the financing / securitization burden upon the GoS.</p>	<p>Max Points 10</p>
<p>B) Construction Capability</p> <p>In order to assess the Construction Capability as per the criteria listed below, the credentials of only the EPC Contractor shall be assessed. Bidders are advised nominate the EPC Contractor(s) as per Form J-11</p>	<p>Max Points 50</p>
<p>B – 1) Relevant construction experience</p> <p>Specific experience of the firm i.e., infrastructure development such as roads, highways, motorways, bridges, flyovers, interchanges, buildings and underpasses executed in last ten (10) years, with the following scoring criteria. Any project worth less than PKR 750,000,000/- (Pakistani Rupees</p>	<p>Max Points 25</p>



<p>Seven Hundred Fifty Million only) shall not be considered for scoring. Documentary proof (i.e., work order and completion certificate) be attached.</p> <ul style="list-style-type: none"> • 10 points, for at least three (3) projects each worth of PKR 2,500,000,000/- (Pakistani Rupees Two Billion Five Hundred Million only) (or higher) or less than three (3) projects with a cumulative worth of PKR 750,000,000/- (Pakistani Rupees Seven Hundred Fifty Million only) (or higher) • 02 points for each additional project worth PKR 750,000,000/- (Pakistani Rupees Seven Hundred Fifty Million only) or higher <p><i>Note: Only those projects will be considered whose work order or completion certificate, clearly indicating the name of the applicant as contractor and the cost of the works is attached.</i></p>	
B – 2) Personnel for Contracting firms	Max. Points. 15
Project Manager	Max. Points 03
Bachelor's in civil engineering also registered in PEC as Professional Engineer with at-least thirty (30) years overall experience out of which twenty (20) years relevant experience (detailed CV along with PEC registration to be submitted)	
Construction Manager (2 persons)	Max. Points 04 (02 per person)
Must hold bachelor's degree in construction management / civil engineering, registered in PEC as Professional Engineer with at-least twenty (20) years overall experience out of which fifteen (15) years relevant experience (detailed CV along with PEC registration to be submitted)	
Material Engineer	Max Points 02
Must hold MSc (Geology) or Bachelor of Civil Engineering with at-least twenty five (25) years overall experience out of which fifteen (15) years relevant experience (detailed CV to be submitted)	
Planning Engineer	Max. Point 02
Must hold Bachelor of Civil Engineering with at-least fifteen (15) years overall experience having last eight (8) years relevant experience (detailed CV to be submitted)	
Structural Engineer	Max. Point 02
Must hold bachelor's degree in civil engineering, registered in PEC as Professional Engineer with at-least twenty (20) years overall experience having last ten (10) years relevant experience (detailed CV along with PEC registration to be submitted).	



Land Surveyor	Max. Point 01
Must hold DAE-Civil degree, with at-least twenty (20) years overall experience having last ten (10) years relevant experience (detailed CV to be submitted)	
Quantity Surveyor	Max. Point 01
Must hold DAE-Civil degree, with at-least twenty (20) years overall experience having last ten (10) years of relevant experience (detailed CV to be submitted)	
B – 3) Annual Construction Turnover	Max Points 10
<p>Average Annual Construction Turnover for last three (3) years</p> <p>Rs. 5,000,000,000,000/- (Five Billion only) MAX POINTS 6</p> <p>One (1) mark for each increment of PKR 500,000,000/- (Pakistani Rupees Five Hundred Million only).</p> <p>In case there is more than one (1) EPC Contractor, all EPC Contractors, collectively, must meet the criterion and only the EPC Contractor whose Average Annual Construction Turnover is PKR 2,000,000,000/- (Pakistani Rupees Two Billion only) will be considered.</p>	

DESIGN REQUIREMENT

The Concessionaire shall appoint such Designer who can demonstrate the following criteria:

FOR DESIGN

- The Designer must possess valid PEC registration certificate in Project Profile Code 1215.
- Similar Work i.e., design of at least two (2) Highways / Expressways / Motorways projects with interchanges having construction worth of PKR 3,000,000,000/- (Pakistani Rupees Three Billion only) completed in the last ten (10) years.
- Have an average annual turnover of PKR 120,000,000/- (Pakistani Rupees One Hundred Twenty Million only) for the last three (3) years.
- Have following permanent staff on their payroll for last two (2) years:
 - Structural Design Engineer MS in Structure with twenty (20) years design experience;
 - Transportation / Highway Design Engineer MS in Transportation with Twenty (20) years design experience;
 - Civil Engineers 5 No. BE / BSc Civil having twelve (12) years design experience.

Such above stated criteria shall be verified by the Independent Engineer at the time of the appointment of the Designer.



ANNEXURE C – NOT USED



ANNEXURE D – BID SECURITY

To: , 20...

The Government of Sindh, [Insert Address] (the **Beneficiary**)

Guarantee No: _____ (the **Guarantee**)

Date of Issue: _____

Date of Expiry: _____

Guarantee Amount: _____

Name of Guarantor: _____

Name of Principal: _____

We, [●]¹, being the Guarantee issuing bank (the **Issuing Bank**) understand that the following party / parties have responded to the ‘Request for Proposal’ issued by the Government of Sindh, dated [●] in relation to the ‘Malir Expressway’ Project (as amended and / or supplemented from time to time) (the **RFP**), by submitting their respective formal proposals / bids:

[Name of the Bidder], a [Insert legal status] existing under the laws of [Insert Country] having its [registered office OR place of business] located at [Insert address], (the **Bidder**, which expression includes its successors, assignees and transferees).

Further, We, the Issuing Bank, understand that pursuant to the RFP, the Bidder is required to provide the Government of Sindh (the **Beneficiary**), a bid security in the form of a bank guarantee or a standby letter of credit equal to PKR [●] and issued by a scheduled commercial bank operating in Pakistan (with a minimum credit rating of at least ‘A-’ as rated by JCR VIS or an equivalent rating by PACRA).

The above premised, we (the **Issuing Bank**) hereby undertake irrevocably and unconditionally on demand to pay to the Beneficiary, without any notice, reference, recourse, evidence, document in support of the demand, the validity, proprietary or legality of the said demand to the Bidder or to any other entity or without any recourse or reference to the RFP or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

PKR [●]/- (Pakistani Rupees [●])
(the **Guaranteed Amount**)

¹Insert name of issuing Bank;



at sight and immediately, provided however not later than one (1) business day from the date of receipt of the Beneficiary's first written demand (the **Demand**) at the Issuing Bank's offices located at [●], such Demand referring to this Guarantee and stating the amounts demanded.

We, the Issuing Bank, shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Guarantee shall come into force and shall become automatically effective upon the submission of the Bid by the Guarantor to the Beneficiary in response to the RFP.

After having come into force, this Guarantee and our obligations hereunder will expire on the earlier of:

- (i) Bid Submission Date + [120 days] (the **Guarantee Original Expiry Date**) provided that, in the event the Issuing Bank has receipt of the Demand on or immediately prior to the Guarantee Original Expiry Date, the Issuing Bank shall honour that Demand; or
- (ii) when the aggregate of all payments made by us under this Guarantee equals the Guaranteed Amount.

Upon expiry, this Guarantee shall be returned to the Guarantor in terms of the conditions stipulated under the RFP. Multiple Demands may be made by the Beneficiary under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Beneficiary, the Bidder or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Guarantee for its validity period shall not be prejudiced or affected in any manner by any change in our constitution or of the Bidder's constitution or of their successors and assignees and this Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee.

The Beneficiary may not assign / transfer or cause or permit to be assigned or transferred any of their rights, interests and benefits of this Guarantee without our prior written consent, which consent shall not be unreasonably withheld or delayed.



If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.

We hereby declare and confirm that under our constitution and Applicable Laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against us under the Pakistani law and under the laws of the jurisdiction where this Guarantee is issued. Further, that the signatory(ies) to this Guarantee is / are our duly authorized officer(s) to execute this Guarantee.

This Guarantee and all rights and obligations arising from this Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts of Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

The issuance of this Guarantee is permitted according to the Pakistani law and the laws of the jurisdiction where this Guarantee is issued.

Authorized signatory:

Date:

Place:

Authorized signatory:

Date:

Place:



ANNEXURE E – POWER OF ATTORNEY

A. POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SUBMIT THE BID

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *This Power of Attorney shall be notarised with the Notary Public.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*
- *Please find below the form and substance of the Power of Attorney.*

“FORM OF POWER OF ATTORNEY FOR SIGNING OF TECHNICAL BID”

KNOW ALL MEN BY THESE PRESENTS, WE, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son / daughter / wife of _____ holding [CNIC / Passport] Number _____ and presently residing at _____, who is presently employed with [us OR the Lead Member of our Consortium] and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for build, finance, operate, maintain and transfer the Project Expressway which means the four lane dualized highway (having an approximate length of 39.90km) designed for high speed traffic starting from Jam Sadiq River Bridge (near KPT interchange) ending near Kathore at the junction of existing Link Road and M-9, including six (6) interchanges having controlled access as more particularly described and indicated in the **SCHEDULE F (Project Site)** of the Draft Concession Agreement. It is to be noted that the length of the Project Expressway is tentative at this stage and the exact length shall be determined at the detailed design stage.

Project Expressway that is being developed by the LOCAL GOVERNMENT DEPARTMENT, GOVERNMENT OF SINDH (the **GoS**), in accordance with the Request for Proposal issued by the GoS (as amended from time to time) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the GoS, representing us in all matters before the GoS,

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MALIR EXPRESSWAY PROJECT**



signing and execution of all contracts including the Draft Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the GoS in all matters in connection with or relating to or arising out of our bid for the said Malir Expressway Project and / or upon award thereof to us and / or till the entering into of the Draft Concession Agreement with the GoS.

AND We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For & On Behalf of:

_____ (*name of the firm*)

By Its Duly Authorized Signatory

.....
(Signature)
(Name, Title and Address)

WITNESSES:

WITNESS 1:

WITNESS 2:

.....
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

.....
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

SIGNATURE OF ATTORNEY

[NOTARISED]

.....
(Signature)
(Name, Title and Address of the Attorney)



B. POWER OF ATTORNEY TO AUTHORIZE THE LEAD MEMBER OF THE CONSORTIUM

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *This Power of Attorney shall be notarised with the Notary Public.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*
- *Please find below the form and substance of the Power of Attorney.*

“FORM OF POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM”

WHEREAS, the GOVERNMENT OF SINDH, through its LOCAL DEPARTMENT (the **GoS**) has invited bids from bidders for the ‘MALIR EXPRESSWAY PROJECT’ (the **Project**) pursuant to the Request For Proposal issued by the GoS (as amended from time to time) and other related documents relating to the Project (the **RFP**);

WHEREAS, _____, _____ and _____ (each hereinafter referred to individually as a **Consortium Member** and collectively as **Consortium Members**) have formed a consortium (the **Consortium**) pursuant to a Joint Bidding Agreement dated _____ [Insert date of the Joint Bidding Agreement, as is required for each Consortium that bids for the Project] for bidding for the Project in accordance with the terms and conditions of the RFP;

AND WHEREAS, it is necessary for the Consortium Members to designate one of them as the ‘**Lead Member**’ with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

WE, _____, having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the **Principals**) do hereby irrevocably designate, nominate, constitute,



appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the **Attorney**) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the '*Competitive Selection Process*' and, in the event the Consortium is awarded the Concession, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences, respond to queries, submit information / documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the GoS, and / or any other governmental agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and / or upon award thereof till the Draft Concession Agreement is entered into with the GoS.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**.

For: _____
(Signature)
(Name, Title and Address)

For: : _____
(Signature)
(Name, Title and Address)

For: : _____
(Signature)
(Name, Title and Address)

Witnesses:

- 1.
- 2.

(Executants)
(To be executed by all the Members of the Consortium)



ANNEXURE F – COMMITMENT FORM

REQUEST FOR PROPOSALS for the design, finance, operate, maintain and transfer of Malir Expressway Project

[Date To Be Provided]

COMMITMENT FORM

A Commitment Form must be completed by the Bidder and by each of its Members and Participants, and by Key Individuals who are not employees of the Bidder, a Member, or a Participant.

TO: GOVERNMENT OF SINDH (GOS)

For sufficient good and valuable consideration, receipt of which is hereby acknowledged, we hereby agree to the following:

1. DEFINITIONS

Unless the context indicates otherwise, all capitalized terms and expressions used herein and in our Bid have the meaning given to them in the RFP (*as defined herein below*).

2. GENERAL

We, the undersigned, acknowledge, confirm, and agree that:

- A) we have examined, read, and understood the Draft Concession Agreement (including its schedules) and **Volume 1** (including its schedules) respectively dated [date to be provided] and [date to be provided] as it relates to the Concession, as amended by way of addenda (collectively, the **RFP**); and
- B) we have satisfied ourselves that we have a full and complete understanding of the nature and location of the Project, as well as of the general and local conditions and the other conditions under which the Draft Concession Agreement will be carried out.

3. PRICING

We confirm that all prices appearing in our Bid are expressed in PKR and represent aggregate prices that include all taxes, duties, levies and other charges (federal, provincial and local).

4. GUARANTEES REQUIRED BY THE LENDERS

We declare that we will be able to provide the guarantees required by the Lenders, as set out in the term sheet for each of the Financing Instruments.



5. REVISED AND FINAL PARTNERSHIP AGREEMENT

We declare and confirm that we are prepared to execute the revised and final Draft Concession Agreement, as modified by addendums, without any negotiation or amendment thereof, with the exception of minor changes to include features that are specific to the Bid of the Preferred Bidder.

6. FIRM AND IRREVOCABLE BID

Our Bid constitutes a firm offer to the GoS, that is irrevocable and binding upon us, and that it cannot be withdrawn or amended until after a period of six (6) months following the Bid Submission Date indicated in the RFP.

7. BID COMPLIANT WITH SUBMISSION REQUIREMENTS

We declare and confirm that our Bid satisfies and complies with the submission requirements indicated in the RFP, specifically including:

- the eligibility criteria;
- the commercial compliance evaluation criteria;
- the technical bid compliance evaluation criteria;
- the financial bid compliance evaluation criteria.

8. RFP

We acknowledge, confirm, and agree that our Bid is subject to the terms and conditions of the RFP, including all disclaimer clauses and all limitation of liability clauses in favour of the GoS or any other party mentioned therein. In particular, we acknowledge, confirm, and agree that we are bound by the terms and conditions of the RFP.

9. NO MATERIAL DETERIORATION

We hereby declare and warrant that:

- with the exception of what is indicated in detail in a written document attached to this Commitment Letter, our financial situation and our business operations have undergone no adverse material change since the date of the most recent financial statements submitted along with the Bid;
- with the exception of what is indicated in detail in a schedule attached to this Commitment Letter, there is no action, suit, or proceeding pending against us, or, to our knowledge, after satisfactory investigation, imminent against us or legally concerning us, brought before or by any organization, tribunal, commission, board, agency, or federal, provincial, municipal, or other office, domestic or foreign, or brought before or by any arbitrator or arbitration board, that could, in the event of an unfavourable decision, have a material adverse effect on our solvency, liquidity, or financial situation; and



- with the exception of what is indicated in detail in a schedule attached to this Commitment Letter, we are not aware of any reason for which an action, suit, or proceeding could be brought against us.

10. NO COLLUSION OR CONFLICT

In preparing and submitting our Bid, we declare, warrant, and confirm that we have not discussed or communicated, either directly or indirectly, with any other Bidder, or with any officer, director, employee, consultant, advisor, agent, or representative of any other Bidder (including any Member, Participant, or Key Individual of the team of a Bidder), regarding the content, preparation, or presentation of its Bid. Our Bid has been submitted without any relation (including a relation solely in the form of a shareholding or other interest in the ownership of a Bidder or of a Member, Participant, or Key Individual of the team of the Bidder, with the exception of a holding of less than one percent (1%) of the voting shares of any company whose shares are traded on a recognized stock exchange), knowledge, exchange, or comparison of information, or any arrangement with any Bidder or any director, officer, employee, consultant, advisor, agent, or representative of any Bidder (including any Member, Participant, or Key Individual of the team of a Bidder).

We hereby declare, warrant, and confirm that we do not have any knowledge, either direct or indirect, of any Bid of any other Bidder, and that we do not have any interest in any such Bid, and that we have not concluded any agreement or understanding or any formal or informal arrangement that could result in our having such knowledge or interest prior to the submission of our Bid.

With the exception of what is indicated in detail in a schedule attached to this Commitment Letter, we hereby declare, warrant, and confirm that, to our knowledge, no real or apparent Conflict of Interest has arisen, exists, or is reasonably likely to arise in the future in connection with the submission of our Bid in response to the RFP, or in connection with the delivery of the services required of the Private Partner.

We hereby declare, warrant, and confirm that we have no access to any confidential information belonging to the GoS, and that we are not in a position to take advantage of any right of access to such information (other than confidential information that the GoS may communicate to all Bidders).

11. FURTHER WARRANTIES

We hereby represent and warrant that all information, data and materials of any nature whatsoever provided by us in the Bid is true and accurate and not misleading in any nature.

We have made a complete and careful examination of the RFP and have received all the relevant information from the GoS, as required for the purposes of submission of the Bid. We further warrant that we have verified and understand all the information received from the GoS in connection with the RFP.



12. EVIDENCE OF AUTHORITY

We acknowledge that the GoS requires that each of the undersigned (other than a Key Individual) provides evidence, in the form of a resolution in a form deemed acceptable by the GoS, that the person signing this Commitment Form on behalf of the undersigned has the authority required to do so and to bind the undersigned.

13. COPIES

This Commitment Form may be signed in multiple copies, each of which is deemed to be an original, and these copies together shall constitute a single instrument.

IN WITNESS WHEREOF we have signed this Commitment Form on *[date to be provided]*.

Bidder:

(Name)

(Street address or postal box number)

(City, Province, and Postal Code)

Authorized signatory: _____

Name and title: _____
(Please type or print)

IF THE BIDDER IS A CONSORTIUM OR OTHER ENTITY:

Executed and delivered by: _____

[*NAME OF THE CONSORTIUM OR OTHER ENTITY] by its duly authorized representative, and by
[provide particulars on the signature]:

[NAME OF BIDDER *]

(Authorized signatory)

(Authorized signatory)



Each of the undersigned hereby:

- acknowledges that the Bidder has signed the above-mentioned Commitment Form;
- acknowledges and confirms that he has read, reviewed, and understood each of the provisions of the Bid, that he accepts them, and that the Bid has been submitted with its consent;
- confirms and agrees that the provisions of Sections 2, 8, 9, 10, 11, and 12 apply to it, with such modifications as the circumstances require.

EXECUTED on _____.

Member: _____
(Name)

Name and title: _____
(Please type or print)

Authorized signatory: _____
(Name)

Name and title: _____
(Please type or print)

Participant: _____
(Name)

Name and title: _____
(Please type or print)

Authorized signatory: _____
(Name)

Name and title: _____
(Please type or print)

Key Individual*: _____
(Name)

Name and title: _____
(Please type or print)

* Applicable to Key Individuals who are not employees of the Bidder, a Member, or a Participant.



ANNEXURE G - DECLARATION

We the undersigned return this RFP submission, the Bid and its appendices and acknowledge that we are bound by its content.

We confirm that we are fully conversant with the requirements of the GoS and the subject matter of the procurement exercise as set out in the RFP.

By submitting a bid, we represent and warrant to the GoS that our bid has been prepared, relies and has been submitted solely on investigations, examinations, knowledge, analyses, interpretation, information, opinions, conclusions, judgments, and assessments independently undertaken, formulated, obtained, and verified by us and our team members and not in any way upon any action or omission, the scope, timeliness, accuracy, completeness, relevance, or suitability of any Information. We further warrant that we understand all aspects of the RFP and its governing rules including but not limited to the evaluation criteria laid down in the RFP and that the same is in line with the Sindh Public Procurement Rules, 2010.

We warrant that the details of this submission in response to the RFP have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organization.

We acknowledge that the GoS is not bound to proceed with the procurement exercise and reserves the right at its absolute discretion to accept or not accept any bid submitted and thereafter invite any Preferred Bidder to enter into a Draft Concession Agreement for the delivery of the Project.

We certify that we have full power and authority to submit this response to the RFP and that this is a bona fide submission in response to the RFP.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the RFP.

Signed for and on behalf of (Bidder / consortium member)

Signature:

Position:

Name:

Address:

Power of attorney attached: (YES / NO)

Date:

(Please return this declaration on your company's letterhead.)

WITNESSES

WITNESS I

WITNESS II

.....
NAME:

CNIC No.:

.....
NAME

CNIC No.:



ANNEXURE H - NON-DISCLOSURE AGREEMENT

[To be printed on Company letterhead of the Bidder or, in case of the Consortium, the Lead Consortium Member]

STRICTLY PRIVATE & CONFIDENTIAL

[Insert Date]

To:
THE PROJECT MANAGER,
GOVERNMENT OF SINDH,
Project Implementation Unit, Malir Expressway Project
Address: [●].

From:
M/s _____ *[Insert legal name of Bidder]*
_____ *[Insert Address of Bidder]*,
(the **Bidder**).

RE: NON-DISCLOSURE AGREEMENT

Dear Sir,

This Non-Disclosure Agreement (this **Agreement**) sets out the terms and conditions governing disclosure and exchange of Confidential Information (defined below) (including proprietary information) between the Government of Sindh (the **GoS**) and the Bidder whereby Bidder intends to explore the possibility of entering into a Draft Concession Agreement for the build, finance, operate, maintain and transfer of the Project Expressway which means the [●] as more particularly described and indicated in the **SCHEDULE F (Project Site)** of the Draft Concession Agreement (Volume II). It is to be noted that the length of Project Expressway (including the length of proposed bridge) is tentative at this stage and the exact length shall be determined at the detailed design stage.

Confidential Information means all documents, software, reports, data, records, forms and other materials provided to the Bidder by the GoS or their advisors pursuant to this Agreement:

- that have been marked as confidential;
- whose confidential nature has been made known; or
- that due to their character and nature, a reasonable person under like circumstances would treat as confidential.
- *Confidential Information* shall not include information that:
 - is or becomes publicly known through no wrongful or unlawful act of the Bidder;



- is already in the Bidder's possession prior to its disclosure by the GoS;
- is independently developed by the Bidder without the benefit of Confidential Information provided by the GoS; or
- is received by the Bidder from a third party not known to the GoS to be under any restriction or an obligation of confidentiality.

In consideration of being provided with the Confidential Information, the Bidder hereby agrees with the GoS on the following terms:

1. The Confidential Information will be used by the Bidder solely to explore the possibility of entering into a Draft Concession Agreement with the GoS for the Project (the **Stated Purpose**) and will be kept confidential and will not be disclosed, in whole or in part to any other person, except that the Confidential Information or portions thereof may be disclosed to those of the partners, directors, officers and employees (collectively, the **Representatives**) of the Bidder who need to know such information for the Stated Purpose (it being understood that those Representatives will be informed of the confidential nature of the information.).
2. The Bidder shall not be deemed to be in breach of this Agreement for any disclosure of information in confidence to its professional advisers or insurers or as may be required by law or any regulatory authority or professional practice requirements.
3. This Agreement shall continue for three (3) years from the date of this Agreement unless and to the extent that the GoS may release it in writing.
4. This Agreement shall be governed by and construed in accordance with the Pakistani law and both parties to this Agreement submit to the exclusive jurisdiction of the Pakistani courts.

Please indicate your acceptance of the terms of this Agreement by signing this Agreement in the space indicated at the end.

For & On behalf of
[Insert Name of Bidder]

.....
(Signature)

Name: [Insert name of Authorized Representative of Bidder or, in case of Consortium, of the of Authorized Representative of the Lead Member]

Designation:

WITNESSES

WITNESS I

WITNESS II

.....
NAME:
CNIC No.:

.....
NAME
CNIC No.:



WE HAVE READ THIS AGREEMENT FULLY AND CONFIRM OUR AGREEMENT WITH ITS TERMS.

For and on behalf of
GOVERNMENT OF SINDH

.....

Name:.....
Designation: **PROJECT MANAGER**, Government of Sindh,
Local Government Department, Malir Expressway Project
Address: [●].

WITNESSES

WITNESS I

WITNESS II

.....
NAME:
CNIC No.:

.....
NAME
CNIC No.:



ANNEXURE I – INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC., PAYABLE BY THE BIDDERS

CONTRACT NUMBER: _____ DATED: _____, [●]

CONTRACT TITLE: CONSTRUCTION AND OPERATIONAL SERVICES FOR BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER THE MALIR EXPRESSWAY PROJECT UNDER PPP MODE

[*Bidder*] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (the GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (i.e., the GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [*Bidder*] represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from the GoS, except that which has been expressly declared pursuant hereto.

[*Bidder*] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [*Bidder*] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty.

[*Bidder*] agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the GoS under any law, contract or other instrument, be voidable at the option of the GoS.

Notwithstanding any rights and remedies exercised by the GoS in this regard, the [*Bidder*] agrees to indemnify the GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [*Bidder*] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from the GoS.

**Acknowledged, Accepted & Agreed
For & On Behalf of:**

**Acknowledged, Accepted & Agreed
For & On Behalf of:**



**WORKS AND SERVICES DEPARTMENT,
GOVERNMENT OF SINDH, through its
duly authorized signatory**

**[INSERT NAME OF BIDDER], through its
duly authorized signatory**

.....
(Signature)

NAME:

DESIGNATION:

.....
(Signature)

NAME:

DESIGNATION:



ANNEXURE J - TECHNICAL FORMS

FORM J-1 **BASIC INFORMATION FORM**

Each firm or member of a JV must fill in this form

Basic Information Form (Company Profile)

All individual firms and each partner of a joint venture applying for prequalification are requested to complete the information in this form.

1 .	Name of firm (legal): (In case of Joint Venture (JV), legal name of each member)	
2 .	Nature of Business: (Whether the firm is a Corporation, Partnership, Trust <i>etc.</i>) (In case of Consortium; whether the Lead Consortium Member is a Corporation, Partnership, Trust <i>etc.</i>)	
3 .	Head Office address:	
4 .	Telephone: Fax Number: E-mail address:	
5 .	Place of Incorporation / Registration: Year of Incorporation / Registration:	
6 .	Applicant's authorized representative: Telephone Fax numbers: E-mail address:	
7 .	NATIONALITY OF OWNERS	
	Name:	Country:



FORM J-2

HISTORICAL NON-PERFORMANCE, BLACK LISTING AND PENDING LITIGATION

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not occur within the last two (2) years prior to the deadline for bid submission based on all information on fully settled disputes or litigation (Affidavit to be provided)			
<input type="checkbox"/> Contract non-performance during the stipulated period,			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

Black Listing
<input type="checkbox"/> Bidder shall not be black listed by government / semi government / autonomous / private organizations (Affidavit to be provided)

Failure to Sign Contract

Bid Security Declaration
<input type="checkbox"/> Bidder shall not be under execution of a Bid-Securing Declaration (Affidavit to be provided)

Conflict of Interest: Attach Affidavit

Pending Litigation			
<input type="checkbox"/> No pending litigation (A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted) (Affidavit to be provided)			
<input type="checkbox"/> Pending litigation (All pending litigation shall in total not represent more than 50% of the Bidder's net worth and shall be treated as resolved against the Bidder)			
Year	Outcome as Percent of Total Assets	Outcome as Percent of Total Assets	Total Contract Amount (PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	



FORM J-3
FINANCIAL SITUATION

Financial Data for Previous 3 Years

Information from Balance Sheet

	Year 1	Year 2	Year 3
Total Assets			
Total Liabilities			
Current Assets			
Current Liabilities			
Net Worth			

Information from Income Statement

Total Revenues of Construction			
Profits Before Taxes			
Profits After Taxes			

☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three (3) years, as indicated above, complying with the following conditions:

- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- NTN certificate must be attached
- Tax return filed must be provided
- Foreign firms if participating in the bidding process should submit NTN Certificate of their country duly attested by Consulate of their country



FORM J-4
CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [PKR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [PKR/month]
1					
2					
3					
4					
5					



FORM J-5
DETAILS OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY COMPLETED OVER
LAST 20 YEARS

(A) FOR CONSTRUCTION

Sr. No.	1	2	3	4	5
Name of Contractor:					
Country:					
Province & Location					
Name of Procuring Agency with Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Contractor Role (Mention: Sole, Sub Contactor or Partner in a Joint Venture).					
Value of the total contract in Pak/Rs:					
Date of Award:					
Date of Completion:					

(B) FOR DESIGN

Sr. No.	1	2	3	4	5
Name of Consultant:					
Country:					
Province & Location					
Name of Procuring Agency with Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Consultant Role (Mention: Sole, Sub Consultant or					

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Partner in a Joint Venture).					
Value of the total contract in Pak/Rs:					
Date of Award:					
Date of Completion:					



FORM J-6
LIST OF KEY PERSONNEL

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in technical evaluation criteria.

Sr. No.	Title of Position	Name
1		
2		
3		



FORM J-7
CURRICULUM VITAE (CV) OF PROPOSED EXPERTS

CURRICULUM VITAE (CV) OF PROPOSED EXPERTS

1. Proposed Position: _____

2. Name of Expert & PEC Registration no. : _____

3. Name of Firm: _____

4. Current Residential address: _____

Telephone No: _____ Fax No: _____

E-Mail Address: _____

5. Date of Birth: _____ Citizenship: _____

6. Qualification: _____

7. Work Experience: Summarize professional experience in reverse chronological order.

Indicate particular technical and managerial experience relevant to the Project.

From	To	Company / Project / Position / Relevant technical and management experience

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of the Candidate:

Place:

Date:



**FORM J-8
PLANT & EQUIPMENT**

Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment whether owned / leased / rented listed in evaluation and qualification criteria.

A. Equipment Capabilities (owned by the contractor / firm)

Sr. No	Name of Equipment	Name of Manufacturer	Model and power rating	Capacity	Year of Manufacture	Current Location
1						
2						
3						
4						
5						
6						
7						
8						
9						

Note: Provide copies of ownership of Equipment

B. Equipment Capabilities (leased / rented by the contractor / firm)

Sr. No	Name of Equipment	Mention whether leased or rented	Name of Owner	Address of owner	Contact name and title with Telephone Fax & Email of the owner	Agreements Details of rental/ lease/ manufacture agreements specific to the Project
1						
2						
3						
4						
5						
6						
7						
8						
9						

Note: Provide copies of lease agreement / rent agreement

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**FORM J-9
NOT USED**



**FORM J-10
DETAILED PLAN FOR ACHIEVING FINANCIAL CLOSE**

In response to this RFP, the Bidders are instructed to provide a detailed plan for achieving the financial close as per the requirements of this RFP.



FORM J-11
BASIC INFORMATION FORM – EPC CONTRACTOR

Basic Information Form (Company Profile of EPC Contractor)

All individual firms and each partner of a joint venture applying for prequalification are requested to complete the information in this form.

1.	Name of firm (legal): (In case of Joint Venture (JV), legal name of each member)	
2.	Nature of Business: (Whether the firm is a Corporation, Partnership, Trust <i>etc.</i>) (In case of Consortium; whether the Lead Consortium Member is a Corporation, Partnership, Trust <i>etc.</i>)	
3.	Head Office address:	
4.	Telephone: Fax Number: E-mail address:	
5.	Place of Incorporation / Registration: Year of Incorporation / Registration:	
6.	Applicant's authorized representative: Telephone: Fax numbers: E-mail address:	
7.	NATIONALITY OF OWNERS	
	Name:	Country:

All the information required for the purposes of the evaluation and are contemplated under **Annexure A** (*Basic Eligibility Criteria*) and **Annexure B** (*Technical Evaluation*) shall be provided in orderly manner, no extra / additional information is required so as to facilitate efficient evaluation.



FORM J-12
FINANCIAL BID FORM

Key Financial Indicators

Year (after Project construction completion)	1	2	...	25
Revenue				
Debt - Principal Payment				
Debt - Interest				
Operations; and Maintenance costs				
Taxes (in accordance with Income Tax Ordinance 2001)				

1. PRE-ESTIMATED PROJECT COST BREAKUP

Item	Total
Construction cost excluding taxes	In PKR
Taxes on construction cost (in accordance with Income Tax Ordinance 2001)	
Engineering / design costs	In PKR
Interest During Construction cost	In PKR
Insurance Cost (PKR)	In PKR
Other Project Costs items	In PKR
Other Taxes	In PKR
<i>Total cost before contingency</i>	In PKR
Contingency	In PKR
Pre-Estimated Project Cost	In PKR

2. CAPITAL STRUCTURE

Total Pre-Estimated Project Cost		
Private Party Equity	In %	In PKR
GoS Equity	In %	In PKR
Debt	In %	In PKR

3. DEBT ASSUMPTIONS

Interest Rate	
Quoted Margin (Spread) on base rate	In %

VOLUME I: REQUEST FOR PROPOSAL
MALIR EXPRESSWAY PROJECT



Signature of Authorized Signatory

Name and Title of Signatory:

Name of Firm:

Address:



ANNEXURE K - AFFIDAVIT

NOTES FOR EXECUTION OF AFFIDAVIT

- *The mode of execution of the Affidavit should be in accordance with the procedure, if any, laid down by the Applicable Laws and the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Affidavit for the delegation of power hereunder on behalf of the Bidder.*
- *This Affidavit shall be notarised with the Notary Public.*
- *For an Affidavit executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Affidavit is being issued.*

Please find below the form and substance of the Affidavit.

AFFIDAVIT

Date: _____

[•]
[•]
[Address]

We, [insert name of Bidder] hereby represent and warrant that, as of the date of this Affidavit [name of Bidder / lead member of consortium / JV], and each member of our consortium / JV (if applicable):

- are not in bankruptcy or liquidation proceedings;
- are not blacklisted by any governmental or non-governmental department / agency;
- have not been convicted of, fraud, corruption, collusion or money laundering;
- are not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect our capability to comply with the obligations under the Draft Concession Agreement;
- [are legally and financially autonomous and operate under commercial law]²;

²Only relevant for the government owned legal enterprise or institution.



- f. [there is no pending litigation which represents more than fifty percent (50%) of our net worth]³;
- g. [are not under any non-performance of a contract within last two (2) years of the Bid Submission Date]⁴; and
- h. [have not failed to sign a contract with any procuring authority following award]⁵.

We have also attached proof of registration of each member, if applicable, from the relevant statutory authority.

Yours sincerely,

Signature of Authorized Signatory

Name and Title of Signatory:

Name of Firm:

Address:

³If applicable;

⁴If applicable;

⁵If applicable;



ANNEXURE L – SCOPE OF WORK

1. PROJECT ALIGNMENT

Project Expressway shall be an Access-Controlled facility, it will start before Jam Sadiq Bridge on Korangi Road which is on Right Bank of Malir River and travelling along the Malir River up to the existing Link Road between N-5 and M-9 (2.4 km short of M-9) and it will take left turn from this point to meet M-9 (Kathor), the end point of the Project, as shown in the Location Plan. The tentative measured length of the expressway is 39.90 km. The exiting portion of Link Road between N-5 and M-9 will need modification to meet the requirements of the Expressway according to given cross-sections. Similarly, the existing Trumpet Interchange on M-9 will also be modified to meet the design requirements of the Expressway.

Expressway alignment is being provided to the bidders to work out their further Engineering, very minor adjustment in the given alignment is expected, any major deviation must be raised in pre-bid meeting for clarification. All the cost estimation for bidding purpose shall be based on this given expressway alignment. The alignment data is being provided in table # 1.

2. REQUIRED CONFIGURATION OF INTERCHANGES

The Project Expressway being an access-controlled facility, therefore following entry and exit points at Interchanges are envisaged at this stage, which shall be followed by all Bidders:

I. At Project Start Point, Interchange Before Jam Sadiq Bridge on Korangi Road provides following conflict free movements: (The Interchange design must have provision for Future Bridge at Korangi Road over Malir River)

Entry to Malir Expressway

- Straight two directional movements connecting Malir Expressway with Creek Avenue Road (DHA)
- Left turn for North bound traffic coming from KPT Interchange and moving towards M-9
- Right Turn for North bound traffic coming from Korangi Crossing traveling towards M-9

Exit from Malir Expressway / Korangi Road

- Right turn for traffic coming from FTC / KPT Interchange / Korangi Road moving towards Creek Avenue Road (DHA)
- Left turn for south bound traffic coming from M-9 and traveling towards Korangi Crossing



II. Jam Sadiq Interchange to provide only following conflict free movements:

(At this location Malir Expressway will be grade separated with the existing bridge crossing Malir River connecting Sunset Boulevard / Korangi Road with Korangi Industrial Area)

Entry to Malir Expressway

- Left turn for North bound traffic coming from Shaheed-e-Millat Expressway and moving towards M-9
- Left turn traffic for North Bound expressway which is coming from Sunset Boulevard / Korangi road from KPT Flyover Bridge should have grade separated conflict free entry from traffic going towards Jam Sadiq Bridge.

Exit from Malir Expressway

- Right turn for south bound traffic coming from M-9 and moving towards KPT Interchange
- Left turn for south bound traffic coming from M-9 and traveling towards Korangi Industrial Area

III. EBM Causeway:

- At this location EBM Causeway will remain at grade and Expressway will flyover this road and **Expressway will continue through a flyover along the road.**

IV. Korangi-Shah Faisal Interchange to provide only following conflict free movements:

(At this location Malir Expressway will be grade separated with an existing bridge across the Malir River connecting Shah Faisal Colony to Korangi)

Entry to Malir Expressway

- Left turn for north bound traffic coming from Shah Faisal Colony to move towards M-9
- Right turn for north bound traffic coming from Korangi Industrial Area to move towards M-9

Exit from Malir Expressway

- Left turn for south bound traffic coming from M-9 and moving towards Korangi Industrial Area



- Right turn for south bound traffic coming from M-9 and moving towards Shah Faisal Colony

V. Quaidabad (N-5) Interchange

(At this location Malir Expressway will be grade separated with the existing bridge of National Highway N-5 on Malir River)

Entry to Malir Expressway

- Left turn for north bound traffic coming from Airport to move towards M-9
- Left turn for south bound traffic coming from Thatta to move towards KPT Interchange.
- Right turn for traffic coming from Airport to move towards KPT Interchange via Malir Expressway
- Right turn for north bound traffic coming from Thatta to move towards M-9 via Malir Expressway

Exit from Malir Expressway

- Left turn for traffic coming from KPT Interchange (North Bound traffic) to move towards Airport
- Right turn north bound traffic coming from KPT Interchange and moving to Thatta
- Left turn for south bound traffic coming from M-9 and moving to Thatta
- Right turn for south bound traffic coming from M-9 and moving to Airport

VI. Interchange near km 25+000 (Exact Location to be decided)

- Expressway will be At-Grade with two (2) left turning movements and grade separated trumpet interchange for two (2) right turning movements

VII. Interchange near km 29+600 (Exact Location to be decided)

- Expressway will be At-Grade with two (2) left turning movements and grade separated trumpet interchange for two (2) right turning movements

VIII. Remodelling / Extension of existing Trumpet Interchange at Link Road – M-9 Junction for dual carriage expressway and transition lanes with M-9.

IX. Intersection at Km 37+900 for Education City



- At Km 37+900 Expressway will hit the existing link road between N5 & M9 the alignment of this link road is being realigned due to coming Education City at this location. The bidders are required to design and construct At-grade intersection in coordination with plans of Education City Entry approach with the design provision of grade separated interchange in future

Note: All the entry and exit lanes shall be designed for smooth transition as per standard design requirements assuring no disturbance to existing traffic movements on connecting roads/bridges.

3. STRUCTURES

Different type of structures are required in the Expressway to provide the functionality of the access control facility. The detailed Engineering Design and locations of different types of structures e.g. Flyover, Railways Bridge, Nala Bridges, Culverts, Underpass, Cattle Creeps etc. required detailed reconnaissance survey of the project alignment to ascertain their numbers. The bidders has to then prepare his bid on the basis of his own assessment.

The minimum internal size of culverts shall be 2.000m x 2.000m and the pipe culverts shall not be less than 1220mm internal diameter. The size of typical underpass and cattle creep are being provided in figure No.5.

RAILWAY BRIDGE

Malir Expressway also crosses the main railway line at Km 15+700 where an appropriate grade-separated arrangement shall be provided in close coordination with Pak Rail for safer and smooth flow of traffic across the line.

4. TYPICAL CROSS-SECTIONS

Typical cross-sections of embankment, bridges, slip roads and entry exit ramps are provided in given Figure No 1 to 5

5. PROJECT COMPONENTS

Project Components *include detailed design, construction, operation and maintenance* of following listed items:

Not limited to as specified below, overall components of design, and construction of the Project are as follows:

- (a) Project Expressway shall be an access-controlled facility.
- (b) Prior to finalizing the alignment, carry out map / satellite imagery study supplemented with area reconnaissance and study for the Expressway, the Concessionaire will present to the Independent Engineer (IE) and the GoS, final alignment with merits and demerits after ground assessment and salient features. This alignment should be based on findings and recommendations of Hydraulic Study, High Flood Level and its extents on both sides of Malir River.



-
- (c) Detailed designing of the Expressway should be based on the given design criteria and provided typical X-Sections. The Concessionaire shall be responsible for all aspects of Design in conformity with applicable standards, safety and in accordance with the Concession Agreement, including the Design requirements as set out in relevant article and schedule of the Concession Agreement.
- (d) Carryout the Hydrological studies of Malir River and based on this study placement of alignment, height of embankment, protection and erosion control of the embankment slopes shall be decided for the final design.
- (e) Should take into consideration river flow patterns during peak flood for 50 years return period. A Report prepared by Water and Power Development Authority entitled “*Feasibility Report Karachi Flood Control Plan*” prepared in the year 1983 and updated in the year 1990 will be made available to the Bidder for reference only. It may be noted that expressway embankment height including interchanges shall nowhere be lesser than the existing protection bund top level already constructed from start point up to Quaid Abad bridge.
- (f) Carry out design and construction of Rigid and Flexible Pavement.
- (g) Design and construction of Embankment height and slopes, retaining / protection works, erosion protection works and drainage works in view of findings and recommendations of Hydraulic Reports mentioned above.
- (h) Design and construction of road safety elements like road side safety barriers, road furniture which includes:
- Pavement markings, lines, arrows and studs;
 - Guardrails at high embankment locations;
 - Traffic direction signs;
 - Information signs;
 - Warning signs;
 - Gantries;
 - Vision and Sound Barriers,
- (i) Carry out design and construction of bridge structures for flyovers and interchanges.
- (j) Carryout detailed design and construction of interchanges, Intersections, underpasses, and cross-drainage structures.
- (k) Carry out detailed design and construction of electrification of interchange & toll plaza, toll building and control building.
- (l) Carry-out EIA Report and to seek approval from EPA as per their rules and regulations and as per applicable International Financial Institutions (IFIs) environmental standards. (Land acquisition and clearance of encroachment will be the responsibility of the GoS).



- (m) Carry-out Detailed Design and construction of toll gates / toll plaza, and its control building. The size of Plot of Control Building for each toll plaza should not be less than one hundred square metre (100 sq.m.) out of which seventy percent (70%) should be covered area.
- (n) Carry-out Detailed Design and construction of Main Control and Administration Building having one thousand square meter (1,000 sq.m) area out of which seventy percent (70%) will be covered area. Location of this building shall be selected in consultation with the Independent Engineer (IE) and GoS.
- (o) Carry-out detailed design and construction of weigh bridges and its office.
- (p) Prepare construction drawings and reports based on approved detailed design of all components of the Project Expressway.
- (q) Give detailed plan of implementation strategy.
- (r) Prepare land acquisition plans based on Final Design.
- (s) Prepare properties demolition plans (demolition of encroachments / properties shall be executed by the EPC contractor).
- (t) Prepare plans showing relocation of existing utilities within right-of-way (**ROW**)/ construction limits. These plans will be submitted to the GoS for their coordination and relocation.
- (u) Supply and installation of right of way markers.

6. DETAILED DESIGN OF PROJECT

- a) Carryout map / satellite photographs study and review of all material / documents / studies / alignment plans / typical cross-sections / drawings provided, supplemented with area reconnaissance and detailed topographic survey, study options for alignment in view of hydraulic studies, and present all options with merits and demerits after ground assessment of salient features of each alignment.
- b) Carry out soil and material investigation to determine the “*Subsoil Condition*”, other required soil tests and analysis for the authenticity of any available report as the Independent Engineer / GoS will not be liable to any discrepancy.
- c) Carry out hydrological studies for each structure by determining catchment areas for each structure.
- d) Carry out geotechnical investigations for bridges and other structures.
- e) Detailed designing of the Project based on conceptual location plans and typical cross-sections. However, the Concessionaire will be responsible for all aspects of design in conformity with Applicable Standards and in accordance with the



Concession Agreement, including the design requirements as set out in the Concession Agreement. Moreover, if any existing road or network would have been affected/cut due to the design of Expressway then it will be concessionaire's responsibility to provide permanent solution in order to restore the accessibility without any additional cost to the project.

- f) Detailed geometric design of road component, at grade, interchanges, intersections, flyovers, slip roads, ramps, weigh bridges, toll plaza including their approaches, underpasses, cattle creeps, culverts, slope protection works as per the design criteria given in the AASHTO standards. Also carry out flexible asphalt pavement design, design of retaining / protection works, design of erosion protection works, river training works and drainage works.
- g) Carry out detailed Structure Design of all the interchanges, flyovers, underpasses, culverts, weigh bridges, toll plazas and their allied buildings.
- h) Carryout detailed structure design of other bridges / structures and culverts in accordance with provisions of "AASHTO LRFD Bridge Design Specifications".
- i) Design of other minor structures and intersections (at-grade).
- j) Prepare construction drawings of all road works, structure works and drainage and protection works.
- k) Preparation of land acquisition and utility / infrastructures relocation folders.
- l) Carry out Environment Impact Assessment - EIA study and submit report to seek approval from the Sindh Environmental Protection Agency as per their rules and regulations and as per applicable International Financial Institutions (IFIs) environmental standards.
- m) Carryout detailed Design of Toll plaza, toll control building, weigh bridges, offices and residence for operation and maintenance staff.
- n) Prepare Construction Drawings of all above components.
- o) Give detailed plan of implementation strategy.

7. DESIGN REQUIREMENTS AND STANDARDS

A summary of the design criteria is provided hereunder:



DESIGN LIFE

Design Life (Years)	
Bridges	80
Culverts	80
Flexible Pavement	10
First Overlay	10
Second Overlay	10
Rigid Pavement	40
Hydrology Study (return flood period)	50

Expressway Geometric Design Standards and Criteria

A Policy on Geometric Design of Highways and Streets, 2011 edition by AASHTO shall be followed.

Criteria	Expressway	Interchange
Design speed	100 km/h	40 km/h
Maximum super elevation	4.00%	4.00%
Gradient (Max)	3.00%	4.00%
Gradient (Min)	0.20%	0.20%

<u>Transverse Slope</u>		
Carriageway	2% outer cross slope	2% outer cross slope
Shoulder	4% outer cross slope	4% outer cross slope
Expressway Carriageway Width	10.95m (7.30m, Reduce One Lane from each carriageway from Jam Sadiq Interchange to Korangi Road Interchange & Creek Avenue Connection)	7m (Ramp/Loop/Slip Roads)
Outer Shoulder Width	3.0m	0.5m (Ramp/Loop/Slip Roads)
Inner Shoulder Width	1.20m	0.5m (Ramps/Loop/Slip Roads)
<u>Bridge</u>		
Carriageway Width	-	10.95m



Outer Shoulder		1.20m
Inner Shoulder		1.20m
Shoulder Surfacing	Asphaltic Wearing Course	Asphaltic Wearing Course
Embankment height	Min. 0.30 meter above the High flood level	Min. 0.30 meter above the High flood level
Embankment side slope	2H:1V	2H:1V
<u>Minimum size of Culverts</u>		
Box Culverts	2.0m x 2.0m (internal)	
Pipe Culverts	1220 mm Dia (internal)	

STRUCTURE DESIGN STANDARDS AND CRITERIA

Structure Design Standards:

- AASHTO LRFD

Loading Criteria:

- West Pakistan Code of Practice for Highway Bridges, 1967

Seismic Design:

- AASHTO analysis and design with latest Seismic zoning map for Pakistan as per revised current GoS seismic parameters.

Standards for Material Testing:

- ASTM -American Society for Testing and Materials
- AASHTO-American Association of State Highway and Transportation

8. EMBANKMENT DESIGN

The embankment design, its height, slopes and protection works, including apron on river side, shall be designed keeping in view of the outcome of Hydrology Study Report which shall be carried out for not less than fifty (50) years Flood Return Period. Also requirement of J spurs in the river bed, where nala opening exist, should be considered carefully where deemed necessary for the protection of the embankment.

Due consideration shall be given to Road Side Barriers at high embankment locations as per design standards.

In areas of high water table, filter cut-off layer, if required, shall be provided to protect the pavement structure. This should include day-lighting of the pavement layers to outer side of the embankment. Surface drainage should also be designed properly to ensure no water ponding on expressway and interchanges during or after the rain.

9. PAVEMENT DESIGN



The pavement designs shall be carried out as per AASHTO Guide (latest edition) with load factors from NTRC Report and confirm the design with the mechanistic design methodology. The pavement design shall be based on one hundred million (100,000,000) ESALS per Lane traffic volume and its projection. Traffic growth factors shall be established through the study of available traffic data.

Since the Project Expressway will be a new facility, and no traffic is currently plying on its alignment, volume of traffic and in turn the required pavement structure is the prime concern. As such, for bid comparison, all the Bidders should quantify and price the Flexible Pavement based on a pavement design of one hundred million (100,000,000) ESALS Load per Lane for a design life of ten (10) years. Two Overlays are envisaged for this concession, first on the eleventh (11th) anniversary of COD and Second Overlay ten (10) years after the First Overlay. Design lives of both the overlays shall be 10 years.

For the outer lane of the Project Expressway, the Bidder shall carry out the design of Rigid as well as Flexible Pavement, using the ESALS provided above and for forty (40) years design life of Rigid pavement and ten (10) years design life of Flexible pavement. The Bidder shall also provide the costs of both type of pavements, with the two (2) types of maintenance costs during the concession period. This will be helpful for a cost-effective strategy to be adopted by the GoS, by comparing Rigid Pavement and Flexible Pavement.

Other design criteria not specified herein shall be approved by the Independent Engineer (IE) before being adopted for the design.

10. PROTECTION WORKS:

Protection work and guide bank will be designed for high flood discharge for a return period of not less than fifty (50) years and flow pattern determined by design calculations and hydraulic study. Detail Drawings of the same will form part of Design report and construction package. As mentioned above, on both banks of Malir River, Sewerage and Storm Water outlets are discharging in Malir River. Concessionaire should keep in view this drainage/ discharge pattern during the design, due diligence shall be given to the required protection works near each cross-drainage structure and underpasses.

11. ENVIRONMENTAL IMPACT ASSESSMENT (EIA) STUDY

EIA should include but not limited to the following:

- a. Review of legislation and legal framework;
- b. Project features and analysis of various alternatives;
- c. Identification of project's various impacts *e.g.*, ecological, socio-economic *etc.*;
- d. Impacts from the surrounding ongoing and proposed development, during planning, construction and on completion;
- e. Impact identification, analysis and mitigation measures;



- f. Preparation of detailed Environmental management and mitigation plan during construction phase and on completion;
- g. Any other requirements of the statutory authorities as required for the approval of the study and such study shall be acceptable to all international financial institutions;
- h. Assisting Concessionaire in obtaining all NOCs from EPA.
- j. Quantification and costing of environmental management mitigation measures.



FIGURE-01

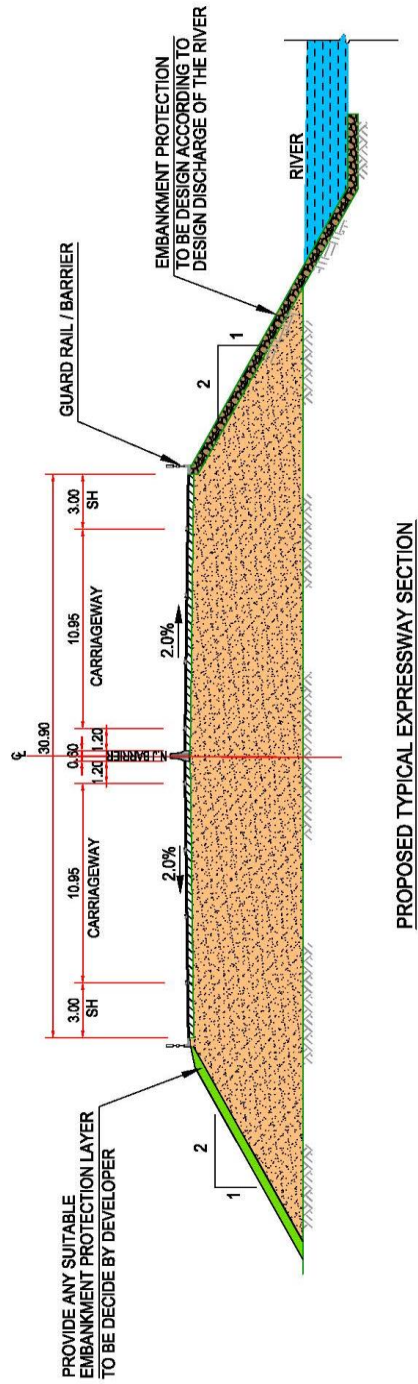
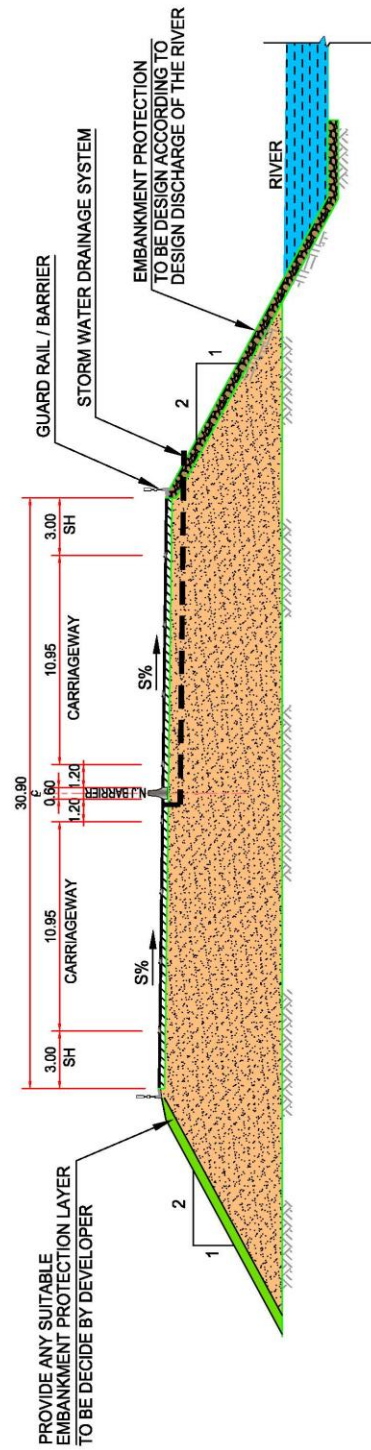




FIGURE-02

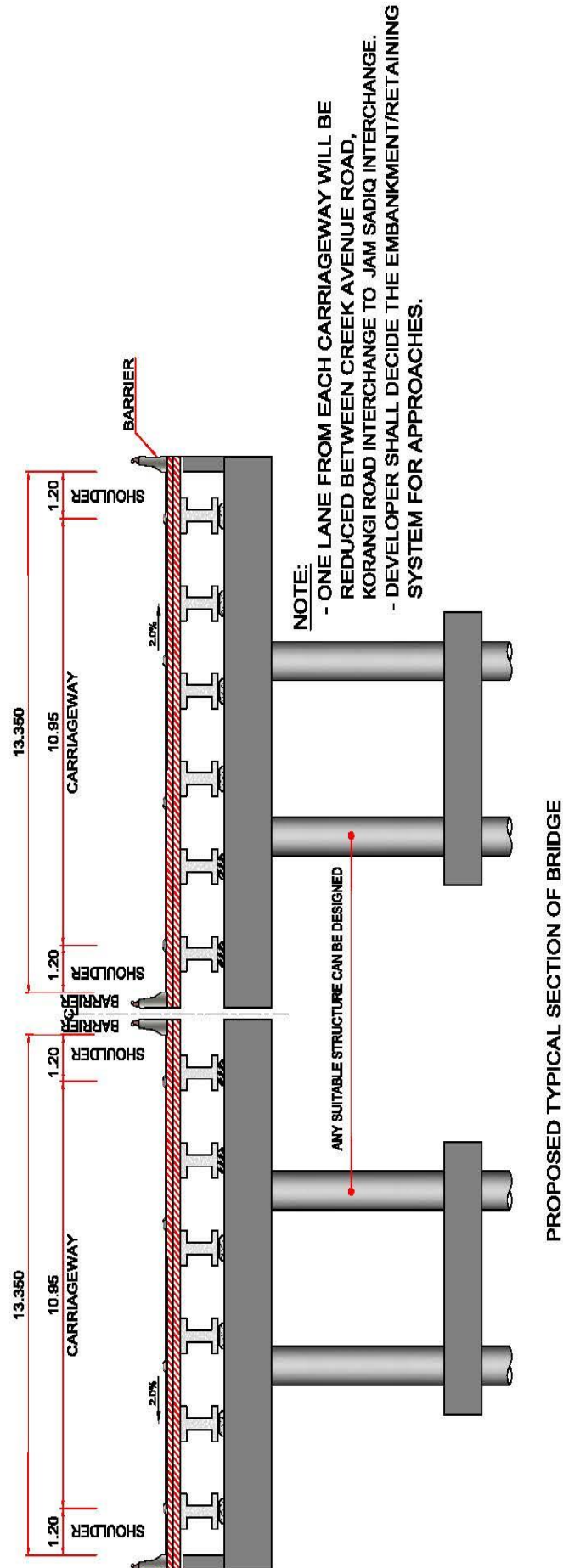


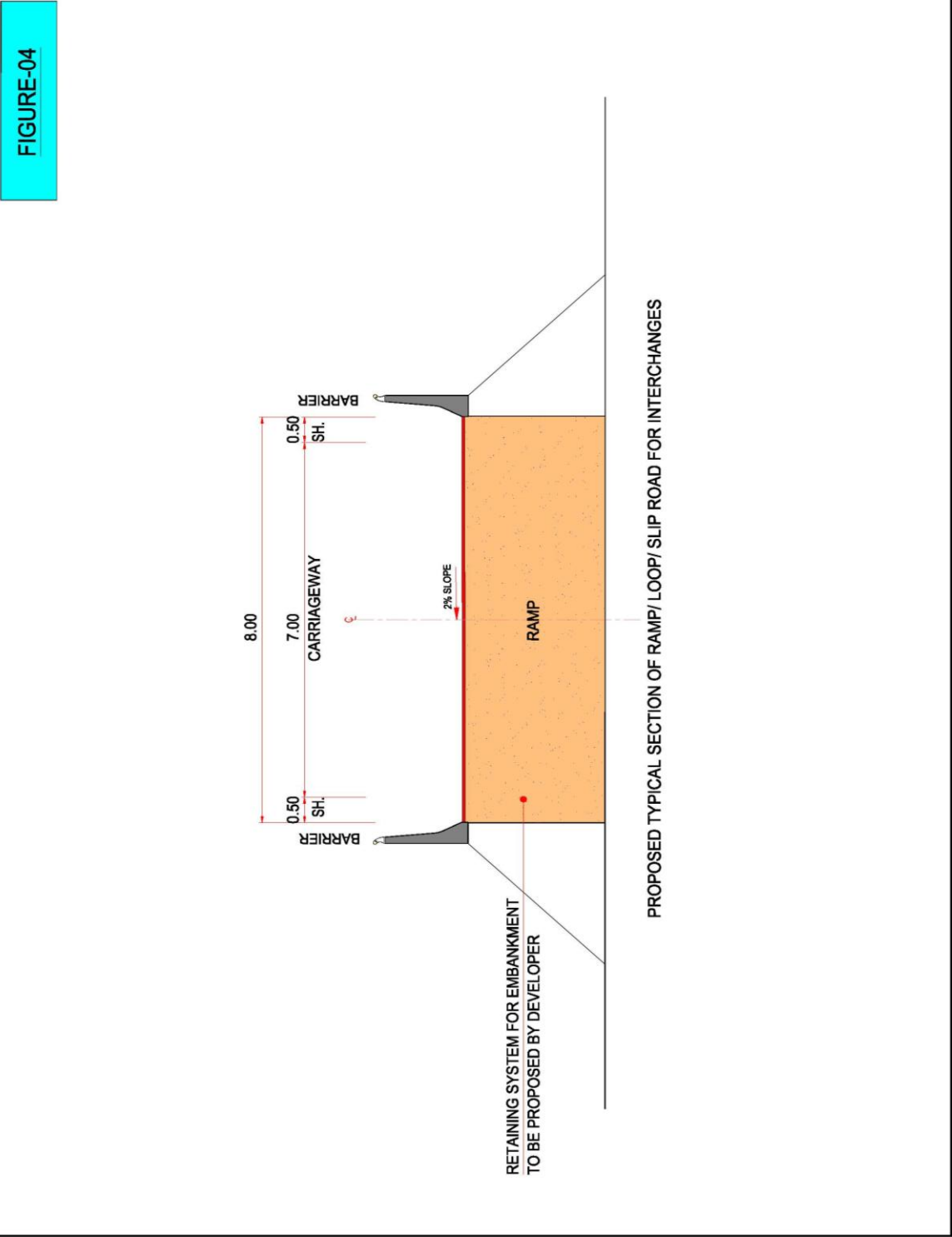
PROPOSED TYPICAL EXPRESSWAY
SUPER-ELEVATED SECTION

NOTE:
- DESIGN SHOULD COVER COMPLETE DRAINAGE SYSTEM OF MALIR EXPRESSWAY AND SPECIAL CARE SHOULD BE TAKEN AT SUPER-ELEVATED SECTIONS BY PROVIDING ADEQUATE STORM WATER DRAINAGE SYSTEM TO AVOID EXCESSIVE SURFACE FLOW.



FIGURE-03





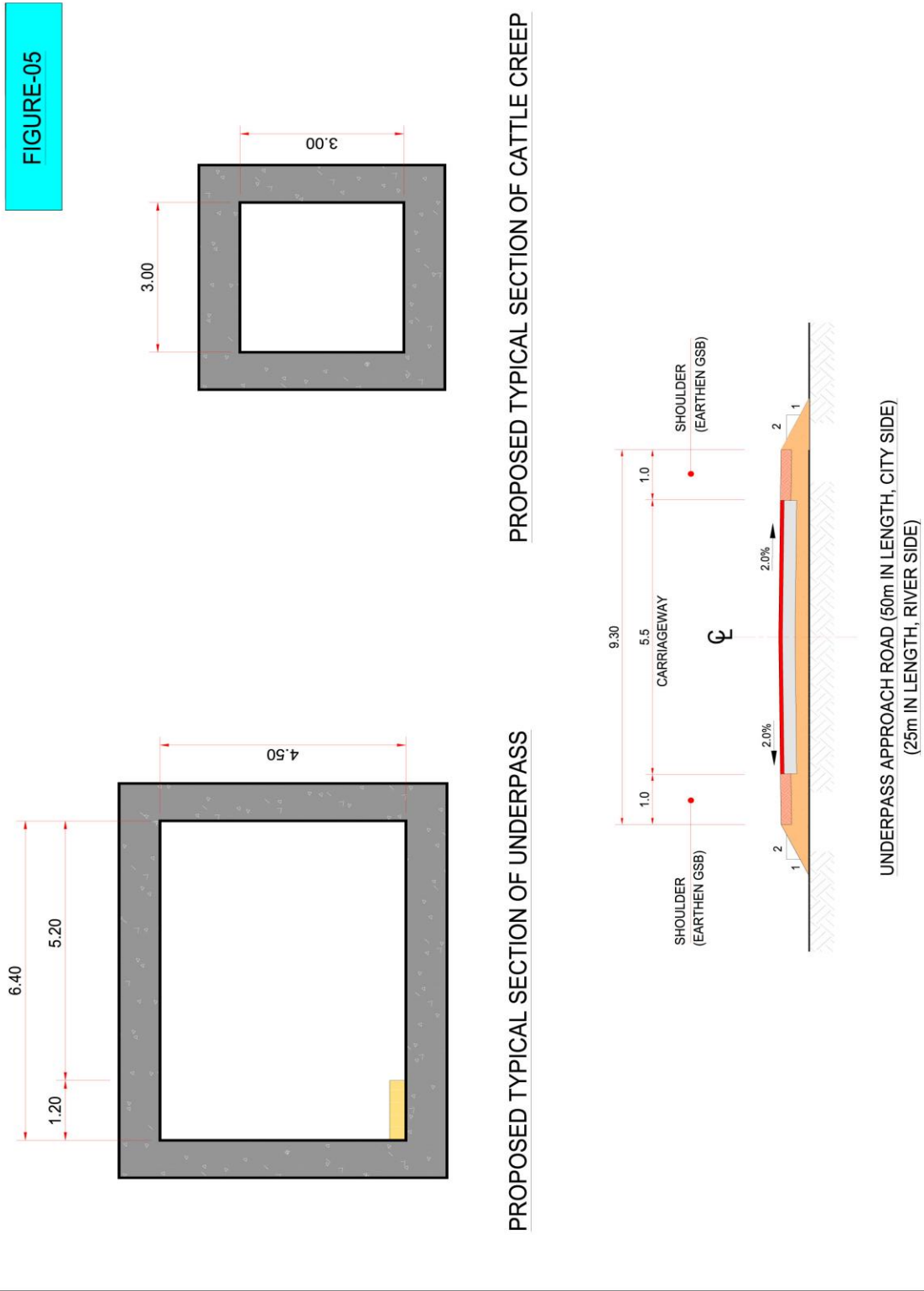




TABLE - 1
MALIR EXPRESSWAY

ALIGNMENT DATA

PI No.	Radius (m)	PI Station	PI Easting (m)	PI Northing (m)
1	Start Point	0+000	306614.199	2746629.450
2	750	0+574.43	306826.460	2747163.220
3	1000	1+821.28	306463.983	2748376.667
4	1000	2+837.54	306926.805	2749322.286
5	1200	4+750.75	307326.615	2751194.512
6	5000	7+801.26	310523.761	2751752.814
7	7000	8+937.91	311634.689	2751993.367
8	2000	10+950.24	313617.422	2752337.523
9	2500	14+715.17	317135.930	2750917.055
10	1000	16+969.55	319360.357	2751579.292
11	500	17+990.69	320383.779	2751559.869
12	5000	19+632.58	321422.048	2752877.628
13	2000	21+600.17	322434.212	2754565.915
14	1000	24+123.79	324621.361	2755865.804
15	800	25+533.29	325039.118	2757249.549
16	2500	27+230.21	326537.864	2758108.830
17	2000	28+577.97	327252.275	2759283.806
18	1000	29+790.81	328178.681	2760074.918
19	1000	30+722.89	329077.271	2760344.495
20	1000	31+688.74	329879.236	2760886.949
21	1000	32+557.31	330278.162	2761670.897
22	3000	36+157.65	332858.082	2764186.399
23	400	38+050.31	334634.285	2764885.065
24	1000	38+969.91	334650.991	2765867.997
25	End Point	39+906.97	334060.829	2766653.407



12. ELECTRICAL WORKS

The Interchanges, Toll Plazas, Toll Buildings, weigh Bridges and Control Buildings of the Project Expressway will be provided with Lighting. Concessionaire will provide its design as per following specifications with the list of approved vendors to obtain approval from Independent Engineer (IE) before any installation.

Specifications/Standards:

- The lighting system shall be designed to BS EN 13201–2:2015. CIBSE and IESNA standards to be followed for illumination levels.
- The Electrical and related work shall be carried out in accordance with the BS, IEC and IEE Rules and Regulations as adopted in Pakistan.
- The main consideration in lighting design is the type of poles and light fixtures. The pole shall be octagonal galvanized and the height based on road width. Pole spacing is based on height of the pole.
- The Light fixture shall be LED type, optical compartment shall be IP 66 or higher and the control gear compartment shall be IP 44.
- Outgoing circuits loop in/loop out to individual columns shall be used to feed the lights from feeder pillars/LCPs, the cable shall be of 4C-Cu. armoured in case of directly buried, however 4C-Cu/PVC/PVC cables shall be used in uPVC conduit,. Minimum 6sq.mm cable shall be used. Feeder pillars/LCP shall be provided with time switch / photo cell.
- Outgoing circuits of street lighting need to be ground by providing proper earth rod.
- All feeder pillars/LCPs to be grounded to achieve the resistance level as per relevant codes and standards.
- Maximum allowable voltage drop between power take-off point at Distribution transformer and load shall comply with IEE Wiring Regulations, 17th Edition which recommends not more than 5%.
- All cables and wire conductors shall be of copper. Conductors shall be of multicore
- Feeder pillars shall be floor standing type and shall have adequate internal space for ease of installation and maintenance.
- The feeder pillars / LCPs shall be manufactured to a minimum rating of IP 54.
- Road crossing sleeves shall be provided for laying of power cables with appropriate sizes.



- Foundation for lighting poles and feeder pillars shall be designed considering the weight of equipment and to meet the structural requirements.

The Concessionaire will also select and identify the sources of power supply along the approved alignment of Project Expressway. The GoS shall be responsible for ensuring such supply of power whereas, the Concessionaire shall be responsible for the installation of equipment for utilization of power and the costs of utilization of the power supply.

13. **TOLLING SYSTEM AND ELECTRONIC TOLL AND TICKETING SYSTEM-ETTMS**

Project Expressway will be provided with toll plazas / gates, at all entry and exit locations. Their exact locations will be decided in consultation with Independent Engineer (IE).

All Vehicles Entering Toll Gate will be issued a Machine-Readable Toll Ticket. At the Exit Toll Gates, the Vehicle will show the Ticket, and will be charged the applicable toll for the distance it travelled.

There are two main Toll Plazas along expressway, one at Start Point after Jam Sadiq Bridge and other at End Point before M-9. For Toll Plaza, the 6-Lane Dual Carriage Expressway will dissipate into 16 Lanes Toll Gates, where middle four lanes shall be interchangeable for both ways traffic directions. Any other approach can be devised by Bidder to reduce number of toll gates and delay at the gates.

Between two Main Toll Plazas, there will be 3-Lanes Toll Gates at every entry and exit of each interchange.

Rigid Pavement of appropriate length and width will be used at Toll Gates.

COMPONENTS OF ETTMS

Following are the components of ETTMS comprising both hardware and software:

- (a) Electronically Operated Toll Gate's Barrier;
- (b) Information Signs (Electrical) for "Stop" and "Go";
- (c) Vehicle Scanning, Type Identification and Number Plate Recording System;
- (d) Machine Readable Toll Ticket Generation System;
- (e) System of Video Filming, and achieving with time and date of all vehicles entering and exiting the toll gates, round the clock;
- (f) Reporting System of Toll Ticket Generation to Control Center;
- (g) Data Base and Data Back-up Center for this system;
- (h) Telecommunication System;
- (i) Proper Illumination / Lighting;



- (j) Stand-by power generation system for un-interrupted ETTMS Operation;
- (k) Classified Traffic Count / Reporting System with Toll Collection on Daily, Weekly and Monthly Basis on appropriate format.

Concessionaire will be responsible for procuring, installing, commissioning, testing, operating and maintaining all the components of ETTMS including its hardware, software and procurement of licenses, if required.

14. **WEIGH BRIDGES AND CONTROL BUILDINGS**

WEIGH BRIDGES:

Weigh Bridges at following places will be used: (Total 5 No.)

- 1 No. at North Bound of Main Toll Plaza after Jam Sadiq Bridge
- 1 No. at North Bound of Shah Faisal Colony Interchange
- 2 No. at Both Bounds of Quaidabad Interchange
- 1 No. at South Bound of Main Toll Plaza before M-9.
U-turn facility shall be designed for return of overweight vehicles and should be considered in land acquisition folder.

TOLL GATES:

Toll Gates shall be designed, construct, equipped and operate as per following:

- Extra land will be acquired to accommodate the additional lanes. Proper transition shall be designed for approaches and exit of toll gates. Rigid Pavement of appropriate length and width, shall be designed as per design standards.

CONTROL BUILDINGS:

- Concessionaire shall design and construct one Toll Building at each Toll Gate Location of one hundred square meter (100 sq.m) area out of which seventy percent (70%) will be covered area.
- Concessionaire shall design and construct one Toll Building at each Toll Gate Location at start and end point of Expressway of two hundred square meter (200 sq.m) area out of which seventy percent (70%) will be covered area.
- Concessionaire shall design and construct one (1) Main Control and Administration Building having one thousand square meter (1,000 sq.m) area out of which seventy percent (70%) will be covered area. Location of this building shall be selected in consultation with Independent Engineer (IE) and the GoS.

15. **LAND ACQUISITION REQUIREMENTS**



After final approval of alignment, the concessionaire shall prepare the land acquisition folders. Details of property falling within required ROW, and additional area which may be required for interchanges shall be indicated. Details of land to be acquired for road construction shall also be updated. The Concessionaire shall prepare area estimation for ROW and additional land where required. ROW permanent markers shall also be set up by the Concessionaire. The Concessionaire shall also prepare area estimates for acquiring any additional land and removal of structures and utilities.

16. OPERATION AND MAINTENANCE

The Concessionaire is required to carry out the Operation and Maintenance in respect of all components of the Project.

17. DESIGN REPORT

Concessionaire shall prepare a Design Report consisting of the final alignment, Design of Pavement and design of Structures (bridges, culverts, underpasses, retaining walls, protections works, embankment design, intersections and interchanges); containing all relevant tables, calculations, computer analysis (with proper explanation of the computer programs and analysis used in the calculations), interpretation of the computer results, conclusions, references and assumptions etc., all compiled and complete with sketches relevant to the preparation of construction drawings properly cross referenced between the drawings and the calculation sheets.

18. DESIGNER'S REQUIREMENT

The Concessionaire shall appoint such Designer who can demonstrate the following criteria:

- The Designer must possess valid PEC registration certificate in Project Profile Code 1215.
- Similar Work i.e., design of at least two (2) Highways / Expressways / Motorways projects with interchanges having construction worth of PKR 3,000,000,000/- (Pakistani Rupees Three Billion only) completed in the last ten (10) years.
- Have an average annual turnover of PKR 120,000,000/- (Pakistani Rupees One Hundred Twenty Million only) for the last three (3) years.
- Have following permanent staff on their payroll for last two (2) years:
 - Structural Design Engineer MS in Structure with twenty (20) years design experience;
 - Transportation / Highway Design Engineer MS in Transportation with twenty (20) years design experience;
 - Civil Engineers 5 No. BE / BSc Civil having twelve (12) years design experience.



Such above stated criteria shall be verified by the Independent Engineer (IE) at the time of the appointment of the Designer.



ANNEXURE N – BENCHMARK REVENUE

Operational Years	Benchmark Revenue (PKR)
1	2,521,445,859
2	2,643,527,940
3	3,212,299,658
4	3,354,150,781
5	4,066,787,928
6	4,242,998,294
7	5,132,676,313
8	5,356,176,508
9	6,452,710,755
10	6,734,378,339
11	7,903,497,101
12	8,250,070,843
13	9,701,082,683
14	10,127,784,192
15	11,780,334,567
16	12,192,768,883
17	14,191,830,436
18	14,688,662,975
19	17,105,154,770
20	17,704,096,437
21	20,587,970,227
22	21,308,308,939
23	24,769,647,774
24	25,636,747,557
25	28,750,083,225



TOLL RATE GROWTH

The toll rate has been assumed to be growing at fifteen percent (15%) every alternate year for the first nine (9) years of operations and twelve percent (12%) every alternate year thereafter till the end of the Concession Period i.e., year twenty fifth (25th).

Vehicle Type	Toll rate Operational Year 1 (PKR)	Toll rate for partial use Operational Year 1 (PKR)	Toll rate for partial use (from Segment Substantial Completion Date to Substantial Completion Date)
Car/ Jeep/ Taxi/ Pickup	100	50	50
Wagon/ Hiace	160	80	80
Coach/ Coaster/ Mini Bus	220	110	110
Large Bus	315	160	160
2 Axle Truck	425	215	215
3 Axle Truck	425	215	215
4 or More Axle Truck/ Articulated Truck	535	270	270